



Board of County Commissioners Pre-Commission Meeting

August 19, 2025 | 4:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Presentations

3. Approval of Minutes

- a. Approval of the minutes from the August 5, 2025 Pre-Commission meeting
(Sponsored by:)

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing George Thomas, Sr. To The Board Of Tax Assessors (Sponsored by: Lester M. Miller, Mayor)

5. New Alcohol Beverage Licenses

- a. Flying Biscuit Cafe located at 588 Mulberry Street, Macon, GA 31201
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)
- b. Quick Stop 2025 located at 2700 Riverside Drive, Macon, Ga
[Legal Recommends Approval](#) (Sponsored by: Lester M. Miller, Mayor)
- c. Walco Beverage located at 3117 Vineville Avenue, Macon, GA
[Legal recommends approval](#) (Sponsored by: Lester M. Miller, Mayor)

- d. Dos Amigos Food Mart located at 584 Emory Highway, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

6. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Execution Of An Agreement Between The Bibb Judicial Circuit District Attorney's Office And Cynthia Adams For The Provision Of Contract Attorney Chief Of Appeals Services, In An Annual Amount Of \$84,000.00, To Be Paid From The General Fund – District Attorney – Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Ace Entities, LLC, For Emergency Culvert And Road Repairs On Hopewell Road, In The Amount Of \$94,500.00, To Be Paid From The Engineering Budget – Contract Labor Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Professional Paving Services, Llc, For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,896,165.22, To Be Paid From LMIG 2024 Grant Funds And 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With The Georgia Department Of Transportation For Procurement And Facilitation Of Value Engineering Services For The Bass Road Widening Project, In The Amount Of \$100,000.00, To Be Paid From The Engineering Department Budget – Professional Services Line Item And Reimbursed Through GDOT; (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A One Year Extension To The Professional Services Agreement With Southern Behavioral Services, In An Amount Of Up To \$99,320.00, To Operate The Employee Assistance Program For Macon-Bibb County Employees, To Be Paid From The General Fund – Human Resources – Payments To Others Employee Assistance Services Line Item (Sponsored by: Lester M. Miller, Mayor)

7. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Juvenile Justice Incentive Grant From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$365,114.00, With No Local Match, Awarded To The Macon Judicial Circuit Juvenile Court (Sponsored by: Lester M. Miller, Mayor)

8. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Linear Park Grant Budget, In The Amount Of \$64,090.00, To Provide For Additional Amenities At The Park; (Sponsored by: Lester M. Miller, Mayor)

- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$230,000.00 From 2018 SPLOST Proceeds To Fund A Lighting Project At Carolyn Crayton Park; (Sponsored by: Lester M. Miller, Mayor)

9. Abandonment Items

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Abandon A Certain Portion Of Right-Of-Way Running Between Broadway And Stevens Street And Removing Such Path From The Official Road Map Of Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Quitclaim Deed In Favor Of Crisp Street Church Of God In Christ, For The Sale Of Real Property Totaling 0.04 Of An Acre, More Or Less, For Its Approximate Fair Market Value Of \$1,306.00; (Sponsored by:)

10. Adoption of Millage Rate

- a. An Ordinance Of The Macon-Bibb County Commission Reducing The Millage Rate From 9.900 Mills To 9.575 Mills, To Be Levied And Assessed For The Year 2025 Upon The Taxable Property Located In The Macon-Bibb County Tax District; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Seth Clark, Mayor Pro Tem)

11. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
August 5, 2025 – 4:30 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on August 5, 2025 at 4:30 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

Mayor Lester M. Miller
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

COMMISSION MEMBERS ABSENT

Mayor Pro Tem Seth Clark

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Hopkins, Communication Specialist

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the July 15, 2025 Pre-Commission Meeting (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Wynn and carried unanimously, the minutes from the July 15, 2025 Pre-Commission Meeting were approved.

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Commissioner Brendalyn Bailey To The Macon-Bibb County Board Of Health (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Appointing Commissioner Brendalyn Bailey To The Macon-Bibb County Board Of Health was approved.
- b. A Resolution Of The Macon-Bibb County Commission Appointing Dr.

Brandi Simpson-Miller And Gary Wilson To The Keep Macon-Bibb Beautiful Board (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Appointing Dr. Brandi Simpson-Miller And Gary Wilson To The Keep Macon-Bibb Beautiful Board was approved.

- c. A Resolution Of The Macon-Bibb County Commission Appointing George Thomas, Jr. To The Central Georgia Joint Development Authority; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Appointing George Thomas, Jr. To The Central Georgia Joint Development Authority was approved.

4. New Alcohol Beverage Licenses

- a. HMK Express LLC - 1105 Gray Hwy, Macon, Georgia

After review, legal recommends denial. The applicant failed to demonstrate a right to possession of the property and did not provide a required certificate of Good Standing. The County Attorney's Office attempted to contact the applicant on numerous occasions to rectify the deficiencies but the applicant was unresponsive. (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Stewart and carried unanimously, the New Alcohol Beverage License for HMK Express LLC - 1105 Gray Hwy, Macon, Georgia was denied based on the following reasons:

After review, legal recommends denial. The applicant failed to demonstrate a right to possession of the property and did not provide a required certificate of Good Standing. The County Attorney's Office attempted to contact the applicant on numerous occasions to rectify the deficiencies but the applicant was unresponsive..

- b. Macon Shell Mart, located at 3750 Mercer University Drive, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Howell and carried unanimously, the New Alcohol Beverage License for Macon Shell Mart, located at 3750 Mercer University Drive, Macon, GA was approved.

Legal recommends approval.

- c. Macon Beverage Outlet located at 3965 Arkwright Road, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the New Alcohol Beverage License for Macon Beverage Outlet located at 3965 Arkwright Road, Macon, GA was

approved.

[*Legal recommends approval.*](#)

- d. Super Gas Citgo located at 1940 Shurling Drive, Macon, GA
[*Legal recommends approval*](#) (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Bailey and Passed by a vote of 6 to 2 with Mayor Miller, Commissioner Wynn, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Bronson, and Commissioner Stewart casting the dissenting vote, the New Alcohol Beverage License for Super Gas Citgo located at 1940 Shurling Drive, Macon, GA was approved.
[*Legal recommends approval.*](#)
- e. Riverside Food Mart located at 2650 Riverside Drive, Macon, GA
[*Legal recommends approval*](#) (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Hulett and Passed by a vote of 7 to 1 with Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the New Alcohol License for Riverside Food Mart located at 2650 Riverside Drive, Macon, GA was approved.
[*Legal recommends approval.*](#)
- f. Nouria Energy Retail located at 3311 Mercer University Drive, Macon, GA
[*Legal recommends approval*](#) (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bryant, seconded by Commissioner Howell and Passed by a vote of 7 to 1 with Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the New Alcohol Beverage License for Nouria Energy Retail located at 3311 Mercer University Drive, Macon, GA
[*Legal recommends approval.*](#)
- g. Thunderbird Liquor Store located at 2585 Emory Highway, Macon, GA
[*Legal recommends approval*](#) (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bryant, seconded by Commissioner Howell and carried unanimously, the New Alcohol Beverage License for Thunderbird Liquor Store located at 2585 Emory Highway, Macon, GA was approved.
[*Legal recommends approval.*](#)
- h. Margaritas Mexican Restaurant #2 located at 5451 Bowman Road, Macon, GA
[*Legal recommends approval*](#) (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the New Alcohol Beverage License for Margaritas Mexican Restaurant #2 located at 5451 Bowman Road, Macon, GA was approved.

Legal recommends approval.

5. Agreements

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Aviatrix Communications, LLC, In The Amount Of Up To \$100,000.00, For The Provision Of Air Service Promotional Campaign Services For The Middle Georgia Regional Airport, Payable From The Airport Fund – Airport-Middle Ga Regional – Prof Services - Other Item (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Aviatrix Communications, LLC, In The Amount Of Up To \$100,000.00, For The Provision Of Air Service Promotional Campaign Services For The Middle Georgia Regional Airport, Payable From The Airport Fund – Airport-Middle Ga Regional – Prof Services - Other Item was approved.
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With H2 Aeroservices, LLC, For The Lease Of Two Former Air National Guard Buildings At The Middle Georgia Regional Airport; (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Howell, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With H2 Aeroservices, LLC, For The Lease Of Two Former Air National Guard Buildings At The Middle Georgia Regional Airport was approved.
- c. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$45,000.00, To The Purchase Order For Maudlin & Jenkins, Llc, To Be Paid From The General Fund – Board Of Commissioners – Professional Services Audit Fee Line Item, For Additional Expenses For The Fiscal Year 2024 Audit (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$45,000.00, To The Purchase Order For Maudlin & Jenkins, Llc, To Be Paid From The General Fund – Board Of Commissioners – Professional Services Audit Fee Line Item, For Additional Expenses For The Fiscal Year 2024 Audit was approved.
- d. Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order, In The Amount Of \$350,000.00, To Mead Road Transfer Station For Services Related To The Disposal Of Waste On Behalf Of Macon-Bibb County, To Be Paid From The Solid Waste Management Fund City – Solid Waste Landfill – Other Services – Landfill

Tipping Fees Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order, In The Amount Of \$350,000.00, To Mead Road Transfer Station For Services Related To The Disposal Of Waste On Behalf Of Macon-Bibb County, To Be Paid From The Solid Waste Management Fund City – Solid Waste Landfill – Other Services – Landfill Tipping Fees Line Item was approved.

- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting At The Memorial Park Gym, In The Amount Of \$233,586.00, To Be Paid From 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting At The Memorial Park Gym, In The Amount Of \$233,586.00, To Be Paid From 2018 SPLOST Funds was approved.
- f. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$156,000.00, To Provide For Landscaping And Temporary Worker Contract Services During Fiscal Year 2025 (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance, In The Amount Of \$156,000.00, To Provide For Landscaping And Temporary Worker Contract Services During Fiscal Year 2025 was approved.
- g. A Resolution Of The Macon-Bibb County Commission Agreeing To Participate In The National Purdue And Sackler Family Opioid Settlement, (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Wilder, seconded by Commissioner Bailey and carried unanimously, the Resolution of the Macon-Bibb County Commission Agreeing To Participate In The National Purdue And Sackler Family Opioid Settlement was approved.
- h. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co. Dba Sheridan Construction To Add Stairwell Renovations To The Scope Of Work, In The Amount Of \$352,550.00, With Costs To Be Paid From 2018 SPLOST Funds - Cultural And Recreation – Auditorium Line Item (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bronson, seconded by Commissioner Bryant and carried unanimously, the Resolution by the Macon-Bibb County

Commission To Authorize The Mayor To Execute An Amendment To The Construction Manager At-Risk Agreement With Chris R. Sheridan & Co. Dba Sheridan Construction To Add Stairwell Renovations To The Scope Of Work, In The Amount Of \$352,550.00, With Costs To Be Paid From 2018 SPLOST Funds - Cultural And Recreation – Auditorium Line Item was approved

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$117,653.00, With Matching Funds In The Amount Of \$20,762.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2026, In The Amount Of \$117,653.00, With Matching Funds In The Amount Of \$20,762.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program was approved.

7. Change or Additions to Code

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Article Ii Of Chapter 24 Of The Macon-Bibb County Code Of Ordinances To Clarify The Process Of Public Requests For Complete Streets Infrastructure And Appropriate Projects For Complete Street Review (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Amend Article Ii Of Chapter 24 Of The Macon-Bibb County Code Of Ordinances To Clarify The Process Of Public Requests For Complete Streets Infrastructure And Appropriate Projects For Complete Street Review was approved.

8. Approval of Bond

- a. A Resolution Of The Macon-Bibb County Commission Providing For: (1) The Approval, Execution, And Delivery Of A Bond Purchase Agreement Providing For The Sale Of \$50,000,000 Macon-Bibb County General Obligation Sales Tax Bonds, Series 2025; (2) The Naming Of An

Authenticating Agent, Bond Registrar, And Paying Agent For Said Bonds; (3) The Adoption Of A Form To Which Said Bonds Shall Adhere;(4) The Preparation Of A Tax Digest And The Levy Of A Tax Sufficient To Pay The Principal Of And Interest On Said Bonds; (5) The Approval, Execution, And Delivery Of A Continuing Disclosure Certificate And An Official Statement Relating To Said Bonds; (6) The Execution And Delivery Of Said Bonds; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Providing For: (1) The Approval, Execution, And Delivery Of A Bond Purchase Agreement Providing For The Sale Of \$50,000,000 Macon-Bibb County General Obligation Sales Tax Bonds, Series 2025; (2) The Naming Of An Authenticating Agent, Bond Registrar, And Paying Agent For Said Bonds; (3) The Adoption Of A Form To Which Said Bonds Shall Adhere;(4) The Preparation Of A Tax Digest And The Levy Of A Tax Sufficient To Pay The Principal Of And Interest On Said Bonds; (5) The Approval, Execution, And Delivery Of A Continuing Disclosure Certificate And An Official Statement Relating To Said Bonds; (6) The Execution And Delivery Of Said Bonds was approved.

9. Presentation

a. Paving the Way (Sponsored by: Lester M. Miller, Mayor)

Mayor Lester Miller presented a list of 459 roads slated to have all or portions repaved in the next several years as part of the Paving the Way program. The list includes 129.36 miles of road and is estimated to cost \$44 million from the voter-approved Special Purpose Local Option Sales Tax (SPLOST), state Local Maintenance & Improvement Grant (LMIG) funds, and the General Fund. RFPs for this round of roads will be released within the next 30-45 days.

Roads were identified through a scan of the more than 1,100 miles of county-owned and paved roads. Every road segment was rated on a scale of 1-100, and roads were selected for this list based on the following criteria:

- *Roads rated 30 and below.*
- *Arterial and collector roads rated below 40.*
- *Connecting, nearby roads rated between 30 and 55.*
- *Well-trafficked roads in industrial areas.*

In July, Macon-Bibb posted four Request for Proposals (RFPs) for 36.18 miles of road improvements, totaling \$11,841,367.77. Funding for that round comes from the 2018 SPLOST and state Local Maintenance & Improvement Grants (LMIG).

Another step in preparing for the historic funding, Mayor Miller and his

administration are encouraging contractors and subcontractors to sign up and do business with the County. Those interested in these projects should reach out to the Officer of Small Business Affairs (OSBA).

In the first round of Paving the Way, nearly \$15 million was allocated from the general fund, SPLOST, and LMIG. The amount allocated in the first round was already nearly five times more than used in previous years. Between 2020 and now, the County repaved 45.539 miles of road.

10. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

On motion of Commissioner Stewart, seconded by Commissioner Wynn and carried unanimously, the meeting went into Executive Session to discuss the items listed above.

On motion of Commissionr Howell, seconded by Commissioner Bronson and carried unanimously, the meeting came out of Executive Session with no action taken.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING GEORGE THOMAS, SR. TO THE BOARD OF TAX ASSESSORS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Board of Tax Assessors has been established by state law to determine the fair market value of all real and personal property in the county for property tax purposes; and

WHEREAS, members of the Macon-Bibb County Board of Tax Assessors are appointed by the Mayor of Macon-Bibb County, subject to approval by the Macon-Bibb County Commission pursuant to O.C.G.A. §48-5-295; and

WHEREAS, members of the Macon-Bibb County Board of Tax Assessors shall serve for terms of six (6) years and shall be eligible for reappointment after review of his or her service on the board by the appointing authority; and

WHEREAS, George Thomas Sr. currently serves as a member of the Macon-Bibb County Board of Tax Assessors, with said term set to expire September 30, 2025; and

WHEREAS, George Thomas Sr. has been recommended for reappointment by the Mayor to continue serving as a member of the Board of Tax Assessors; and

WHEREAS, the Macon-Bibb County Commission has reviewed George Thomas Sr.'s service on the board, including his education and certification information, attached hereto as Exhibit A for reference, and finds that he is well-qualified and eligible for reappointment under O.C.G.A. § 48-5-295; and

WHEREAS, George Thomas Sr. has expressed his interest and willingness to serve as a member of the Macon-Bibb County Board of Tax Assessors, and meets all the required state and local qualifications; and

WHEREAS, George Thomas Sr. shall take the oath required pursuant to O.C.G.A. § 48-5-293 to perform faithfully and impartially the duties imposed upon him by law, in addition to the oath required of all public officers imposed under O.C.G.A. § 45-3-1; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that George Thomas, Sr. is hereby reappointed to serve on the Board of Tax Assessors for a term of six (6) years, with said term to begin October 1, 2025 and expire September 30, 2031.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Reappointing George Thomas Sr to the Board of Tax Assessors 8-14-25.docx

EXHIBIT A

Certificate #: 2019-011-05

CERTIFICATE OF APPOINTMENT

Bibb County Board of Assessor Member

George E. Thomas

This certificate has been issued to the above named individual pursuant to Department of Revenue regulation 560-11-2-.31 and shall be posted in a prominent location readily viewable by the public in the office of the board of tax assessors.

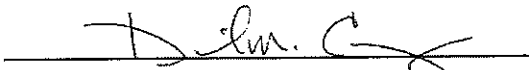
48-5-291. Qualifications for members; approved appraisal courses; rules and regulations

(a) No individual shall serve as a member of the county board of tax assessors who:

- (1) Is less than 21 years of age;
- (2) Fails to make his or her residence within the county within six months after taking the oath of office as a member of the board;
- (3) Does not hold a high school diploma or its equivalent;
- (4) Has not successfully completed 40 hours of training either prior to or within 180 days of appointment as provided in subsection (b) of this Code section;
- (5) Has not obtained and maintained a certificate issued by the commissioner; and
- (6) In addition to the training required in paragraph (4) of this Code section, does not successfully complete an additional 40 hours of approved appraisal courses as provided in subsection (b) of this Code section during each two calendar years of tenure as a member of the county board of tax assessors.

(b) Approved appraisal courses shall be courses of instruction covering the basic principles of appraisal and assessing of all classes and types of property including instruction in the fundamentals of Georgia law covering the appraisal and assessing of property for ad valorem tax purposes as prescribed and designated by the commissioner pursuant to Code Section 48-5-13. To ensure that the assessment functions are performed in a professional manner by competent assessors, meeting clearly specified professional qualifications, the commissioner shall develop, approve, and administer courses of instruction designed to qualify applicants or tax assessors under this Code section and to specify qualification requirements for certification. The commissioner may contract with any professional appraisal organization or firm or Institution of higher education in this state to provide the necessary courses of instruction or any part of any such course pursuant to Code Section 48-5-13.

(c) The commissioner shall promulgate such rules and regulations as may be necessary for the administration of this Code section.


State of Georgia Commissioner of Revenue

Date Issued: October 10, 2019

TERM OF OFFICE

From 10-01-2019 To: 09-30-2025

This certificate expires on September 30, 2025



Name: **GEORGE THOMAS**

Student ID: [REDACTED]

Position: **Board of Assessors Chair**

Effective Date: **04/01/2024**

Employer: **Bibb**

Class	Facility	Status	Date	Score	Credit
C1: Course I: Certification for Assessors	Georgia Department Of Revenue - Southmeadow	Completed - Passed	06/04/2007 AM	[REDACTED]	40.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	Uga- Center For Continuing Education	Completed - Passed	05/19/2008 AM	[REDACTED]	10.0
EX: Exempt Properties Workshop	Central Georgia Technical College - Macon	Completed - Passed	06/23/2008 AM	[REDACTED]	20.0
ES: Specialized Assessments Workshop	Central Georgia Technical College - Macon	Completed - Passed	06/25/2008 PM	[REDACTED]	20.0
DSAA: GAAO Developing a Strategy for Assessor Admin In Uncertain Economic Times	Macon Coliseum	Completed - Passed	12/11/2008 AM	[REDACTED]	5.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	Uga- Center For Continuing Education	Completed - Passed	05/18/2009 AM	[REDACTED]	10.0
R2: Georgia Assessment Administration	Central Georgia Technical College - Macon	Completed - Passed	05/10/2010 AM	[REDACTED]	40.0
CV: Current Ad Valorem Edicts And Trends	Uga- Center For Continuing Education	Completed - Passed	05/24/2010 AM	[REDACTED]	20.0
CV: Current Ad Valorem Edicts And Trends	Uga- Center For Continuing Education	Completed - Passed	05/23/2011 AM	[REDACTED]	20.0
CV: Current Ad Valorem Edicts And Trends	Uga- Center For Continuing Education	Completed - Passed	05/21/2012 AM	[REDACTED]	20.0
CV: Current Ad Valorem Edicts And Trends	Uga- Center For Continuing Education	Completed - Passed	05/20/2013 AM	[REDACTED]	20.0
CV: Current Ad Valorem Edicts And Trends	The University Of Georgia Center For Continuing Education And Hotel	Completed - Passed	05/20/2014 AM	[REDACTED]	20.0
CV: Current Ad Valorem Edicts And Trends	The University Of Georgia Center For Continuing Education And Hotel	Completed - Passed	05/19/2015 AM	[REDACTED]	20.0
GAAO Re-Certification for Assessors	GAAO (Outside Credit)	Completed - Passed	07/22/2015 AM	[REDACTED]	20.0
CV: Current Ad Valorem Edicts And Trends	The University Of Georgia Center For Continuing Education And Hotel	Completed - Passed	05/17/2016 AM	[REDACTED]	20.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	The University Of Georgia Center For Continuing Education And Hotel	Completed - Passed	05/23/2017 AM	[REDACTED]	20.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	The University Of Georgia Center For Continuing Education And Hotel	Completed - Passed	05/15/2018 AM	[REDACTED]	20.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	Uga- Center For Continuing Education	Completed - Passed	05/21/2019 AM	[REDACTED]	20.0
CVLUCC: CAVEAT Virtual - Legislative Update and Court Cases	Online Training	Completed - Passed	12/21/2020 AM	[REDACTED]	4.0

CVIOG Essentials of Financial Management	CVIOG (Outside Credit)	Completed-Passed	02/08/2021 AM	4.0
CVIOG Local Government Debt Methods	CVIOG (Outside Credit)	Completed-Passed	02/08/2021 AM	3.0
CVIOG Open Meetings Open Records	CVIOG (Outside Credit)	Completed-Passed	02/08/2021 AM	6.0
CVIOG Safeguarding Against Fraud	CVIOG (Outside Credit)	Completed-Passed	02/08/2021 AM	2.0
CVIOG Importance of Budget Monitoring	CVIOG (Outside Credit)	Completed-Passed	03/22/2021 AM	1.0
CAVEAT: CURRENT AD VALOREM EDICTS AND TRENDS VIRTUAL 2021	Online Training	Completed - Passed	05/17/2021 AM	20.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	Classic Center	Completed - Passed	05/17/2022 AM	20.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	Classic Center	Completed - Passed	05/23/2023 AM	20.0
CV1: CAVEAT - Current Ad Valorem Edicts And Trends	Classic Center	Completed - Passed	05/21/2024 AM	20.0
CAVEAT - Current Ad Valorem Edicts And Trends	CAVEAT (Outside Credit)	Completed-Passed	05/22/2025 AM	20.0

ADDED TO THE AUGUST 19, 2025 PRE-COMMISSION AGENDA



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	✓ *Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	✓ Temporary Alcohol License	\$100
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 391.67 Alcohol License Fees + \$400 Application Fee = \$ 791.67

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 99-3857332 State Tax ID #: 309-D89129
 Business Name: Flying Biscuit Cafe Macon Corporate and Trade Name: FBC Macon LLC
 Local Business Address: 588 Mulberry Street Macon, GA 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 588 Mulberry Street Macon, GA 31201
Street Address (City State Zip)
 Local Business Phone #: 478-901-2315 Email Address: ariel@flyingbiscuitmacon.com
 Contact Person: Ariel Esteves Contact Phone #: 678-628-8300

AGENT

Agent's Name: Ariel Esteves Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 2255 Adams Drive NW City: Atlanta State: GA Zip: 30318
 Home Phone #: 678-628-8300 Email: ariel@flyingbiscuitmacon.com
 Mailing Address: 2255 Adams Drive NW City: Atlanta State: GA Zip: 30318

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: Ariel Esteves Title: Owner
 Home Address: 2255 Adams Drive NW City: Atlanta State: GA Zip: 30318
 Home Phone #: 678-628-8300 Email: ariel@flyingbiscuitmacon.com
 Mailing Address: 2255 Adams Drive NW City: Atlanta State: GA Zip: 30318

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	JASON FERNANDO ESTEVES		
Address	2255 Adams Dr. NW, Atlanta, GA 30318		
Sex	Race	Date of Birth	Social Security Number
male	Black		

This authorization is valid for 60 days from date of signature.

I, JASON ESTEVES give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Signature

Date

7/15/25

Attorney for Individual (Purpose Codes E and U Only) Bar Number

Date

Date of Inquiry: _____ Time of Inquiry: _____ Operator's initials: _____

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Ariel Irene Esteves		
Address	2255 Adams Drive NW Atlanta, GA 30318		
Sex	Race	Date of Birth	Social Security Number
Female	Black		

This authorization is valid for 60 days from date of signature.

I, Ariel Esteves give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Ariel Esteves Signature Date 7/14/2025

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

Date of Inquiry: _____ Time of Inquiry: _____ Operator's initials: _____

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title _____

Date _____

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ✓ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: FBC Macon LLC dba Flying Brsuit Cafe Macon

Printed Name of Applicant: Jason Esteves

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 10 DAY OF July, 2025.

[Signature]
 NOTARY PUBLIC
3/20/29

MY COMMISSION EXPIRES



MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: FBC Macon LLC

Printed Name of Applicant: Ariel Esteves

*Signature of Applicant: Ariel Esteves

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24th DAY OF July, 2025
Tara M. Watkins
 NOTARY PUBLIC
Sept 26 26
 MY COMMISSION EXPIRES



MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages Packaged to Go Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **ARIEL ESTEVES**

PROPOSED LICENSE: **WINE ONLY CONSUMED ON PREMISES**

BUSINESS LOCATION: **588 MULBERRY STREET, MACON, GA 31210**

BUSINESS NAME: **FBC MACON, LLC**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

 X Comply Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

 Not Applicable X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

 Comply Complies , but does not comply with other restrictions

 X Not Applicable

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.

 Comply Does Not Comply X Not Applicable

By: _____

John W. Hayes, Macon-Bibb County Engineer

Date: _____

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

FBC Macon LLC

#588 Mulberry Street

4,100' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy

3,050' — MHA housing unit property line

Mounts Homes

OK!

JTH

Paul J. Hoinowski

July 3, 2025



The Beacon Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0251266	Legal Ad - IPL0251266		1.0	31.0L

ATTENTION: Jason Esteves
2275 Marietta Boulevard Northwest
Atlanta, GA 30318-2019

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2.0 insertion(s) published on:
07/04/25 Digital, 07/11/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR WINE Consumed On Property License

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the July 11, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as FBC Macon LLC d/b/a The Flying Biscuit Cafe Macon, 588 Mulberry Street, Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This July 4, 2025. Jason Esteves, Applicant
IPL0251266
Jul 4, 11 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sherry Chasteen



Sherry Chasteen

Julie A Ambry



Sworn to and subscribed before me on

Jul 11, 2025, 9:39 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIXI



ZONING COMPLIANCE

PERMIT NO: ZC-2024-3157	PERMIT TYPE: Permitted Use	DATE ISSUED: 01/31/2025
PARCEL NO: R0730247	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Jason Esteves FBC Macon LLC dba Flying Biscuit Cafe Macon	
PROPOSED USE:	New Business Application restaurant with alcohol consumed on premise	
ADDRESS OF PROPOSED USE:	582 MULBERRY ST AKA 588 Mulberry St	
PROPERTY OWNER'S NAME:	Jason Esteves	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant with alcohol consumed on premise in an existing multi-tenant commercial building. The Flying Biscuit is a full-service restaurant that serves breakfast and lunch, with the option to also stay open for dinner. The business will cater events at other businesses as well. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/31/2026

APPROVED BY:   

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	FBC Macon, LLC	Control Number:	24118624
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Accommodation and Food Services	NAICS Sub Code:	Full-Service Restaurants
Principal Office Address:	2275 MARIETTA BLVD NW STE 270-180, Suite 270-180, ATLANTA, GA, 30318, USA	Date of Formation / Registration Date:	6/10/2024
State of Formation:	Georgia	Last Annual Registration Year:	2027

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jason Esteves**
Physical Address: **2275 MARIETTA BLVD NW, STE 270-180, ATLANTA, GA, 30318, USA**
County: **Fulton**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Flying Biscuit Cafe/Macon Name of Corporation: FBC Macon LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: JASON ESTEVES, Co-owner Telephone Number: 404-590-6215

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 2255 Adams Drive NW, Atlanta, GA 30318

P.O. Box Not Allowed (City State Zip)

Mailing Address: 2275 Marietta Blvd NW, Suite 270-180, Atlanta, GA 30318
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - General Partner holding _____ % of all outstanding general partnership interests.
 - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - General Partner holding _____ % of all outstanding general partnership interests.
 - Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - Managing Member, Total number of Managing Member(s): 2
 - Member holdings 50 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
 - Corporate Officer: Yes _____ No _____
 - Shareholder holding _____ % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - Corporate Officer: Yes _____ No _____
- ☐ Other
 - Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Flying Biscuit Cafe Macon Name of Corporation: FBC Macon LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Ariel Esteves Owner Telephone Number: 678-628-8300

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 2255 Adams Drive NW Atlanta, GA 30318

P.O. Box Not Allowed (City State Zip)

Mailing Address: 2255 Adams Drive NW Atlanta, GA 30318
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

○ General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☒ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Member(s): 2

○ Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company

○ Corporate Officer: Yes _____ No _____

○ Shareholder holding _____ % of all outstanding ownership interests.

☐ Publicly Traded Company

○ Corporate Officer: Yes _____ No _____

☐ Other

○ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: JASON ~~ESTEVES~~ Last Name: ESTEVES
Home Address: 2255 Adams Dr NW City: Atlanta State: GA Zip: 30318
Home Phone #: 404-590-6215 Email: ADMIN@FLYINGBISCUITMACON.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2275 Marietta Blvd, Suite 270-180 City: Atlanta State: GA Zip: 30318

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color photograph of applicant.
- \$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

7/10/25
Date

I hereby certify that Jason Esteves signed his/her name to forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 10 day of July, 20 25.

[Signature]
Notary Public

3/20/29
My Commission Expires



Rev. 7/202121



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

JASON FERNANDO ESTEVES

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-07-15

Serial No.

cert_0tckkbp2





Jason Esteves



AH001601

ALCOHOL HANDLER

EXP: 12/31/2025



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Ariel Last Name: Esteves
Home Address: 2255 Adams Drive NW City: Atlanta State: GA Zip: 30318
Home Phone #: 678.628.8300 Email: ariel@flyingbiscuitmacon.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2255 Adams Drive NW City: Atlanta State: GA Zip: 30318

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color photograph of applicant.
- \$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

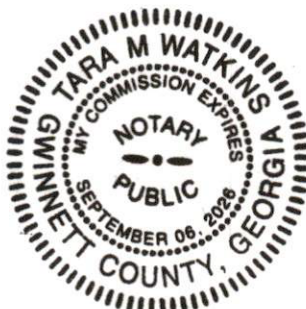
Ariel Esteves
Applicant's Signature

7/14/2025
Date

I hereby certify that Ariel Esteves signed his/her name to forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14th day of July, 2025.

[Signature]
Notary Public



Sept 08 2028
My Commission Expires

Rev. 7/202121



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

ARIEL IRENE ESTEVES

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-07-14

Serial No.

cert_jq8b4zll





Ariel Esteves



AH001605

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is made and entered into as of the 6th day of August, 2024 (the "Effective Date"), by and between **Macon HD 1 LLC**, a Georgia limited liability company (the "Landlord"); and **FBC Macon, LLC**, a Georgia limited liability company (the "Tenant").

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by each other respectively, Landlord demises and leases to Tenant, and Tenant does hereby take, accept and rent from Landlord, the premises hereinafter described, for the period and upon the terms and conditions hereinafter set forth.

ARTICLE 1 BASIC LEASE PROVISIONS

1.01 Summary of the Basic Lease Provisions and Defined Terms

(A) NAME AND ADDRESS:

Name of Landlord:

Macon HD 1 LLC

Address of Landlord:

Attn: HD Historic Properties, LLC,
C/O Ryan Sanders
154 Krog Street NE, Suite 105
Atlanta, GA, 30307
Email:
ryan@hdhistoricproperties.com

with a copy to:

Weiner, Shearouse, Weiz, Greenberg
& Shawe, LLP

Attn: Stuart Halpern, Esq.
14 E. State St.
Savannah, GA 31401
Email: shalpern@wswgs.com

Name of Tenant:

FBC Macon, LLC

Address of Tenant:

2275 MARIETTA BLVD NW
STE 270-180
ATLANTA, GA, 30318
Email: jason@flyingbiscuitcolumbus.com

with a copy to:

WILLIAMS TEUSINK, LLC

Attn: Eric Teusink
The Sycamore Building
312 Sycamore Street
Decatur, Georgia 30030
Email: eteusink@williamsteusink.com

Name of Guarantor:

Jason Esteves

Address of Guarantor:

2275 MARIETTA BLVD NW
STE 270-180
ATLANTA, GA, 30318
Email: jason@flyingbiscuitcolumbus.com

- (B) PREMISES: Approximately 2,756 square feet of Gross Leasable Area on the first floor of the Building as shown on **Exhibit A-1** and known as Unit 588 Mulberry St and approximately 98 square feet of dry storage space located on the south side of the Building and further illustrated on **Exhibit A-1**.
- (C) PROPORTIONATE SHARE: The proportionate share is the percentage or fraction having as its numerator the total rentable area of the Premises (2,756 sq. feet) and having as its denominator the total rentable area of the Building on the Property (currently 17,291 sq. feet), which currently equals a pro rata percentage of 15.94%. The proportionate share is subject to adjustment by Landlord if Landlord adds or removes square footage from the Property. In the event Landlord adds or removes improvements, land or real property to the Property, Landlord may amend the total square footage of the Property based on the result of such addition or removal. In such event, Landlord reserves the right to unilaterally amend the Lease with the new total square footage of the improvements on the Property, which will be used for calculating the proportionate share described herein. In the event Landlord make such update, Landlord will provide written notice to Tenant of such change and such change will become effective upon Tenant's receipt of such written notice.
- (D) BUILDING: The building in which the Premises is located is known as "Washington Lofts" located 582 Mulberry St, Macon, GA 31201 and is depicted on Exhibit A, which is attached hereto, incorporated herein by reference and made a part of this Lease.
- (E) PROPERTY: The real property and improvements (which may include retail, commercial, restaurant, office and residential components) commonly known as 588 Mulberry St, Macon, GA 31201. The Property is generally depicted on Exhibit A.
- (F) MINIMUM RENT: The sum due and payable each calendar month and year during the Lease Term, in accordance with Section 5.01, is as follows:

(1) Initial Term:

<u>Lease Year</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent</u>	<u>Per Square Foot</u>
1	\$5,000.00	\$60,000.00	\$21.77
2	\$5,000.00	\$60,000.00	\$21.77
3	\$5,000.00	\$60,000.00	\$21.77

4	\$5,000.00	\$60,000.00	\$21.77
5	\$5,000.00	\$60,000.00	\$21.77

(2) First: Renewal Term:

<u>Lease Year</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent</u>	<u>Per Square Foot</u>
6	\$5,350.00	\$64,200.00	\$23.29
7	\$5,350.00	\$64,200.00	\$23.29
8	\$5,350.00	\$64,200.00	\$23.29
9	\$5,350.00	\$64,200.00	\$23.29
10	\$5,350.00	\$64,200.00	\$23.29

(3) Second Renewal Term:

<u>Lease Year</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent</u>	<u>Per Square Foot</u>
11	\$5,725.00	\$68,694.00	\$24.93
12	\$5,725.00	\$68,694.00	\$24.93
13	\$5,725.00	\$68,694.00	\$24.93
14	\$5,725.00	\$68,694.00	\$24.93
15	\$5,725.00	\$68,694.00	\$24.93

(4) Third Renewal Term:

<u>Lease Year</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent</u>	<u>Per Square Foot</u>
16	\$6,297.00	\$75,563.00	\$27.42
17	\$6,297.00	\$75,563.00	\$27.42
18	\$6,297.00	\$75,563.00	\$27.42
19	\$6,297.00	\$75,563.00	\$27.42
20	\$6,297.00	\$75,563.00	\$27.42

(G) PERCENTAGE RENT BREAKPOINT: The Percentage Rent Breakpoint for each Lease Year shall be as follows:

- (1) Initial Term- Annual Percentage Rent Breakpoint: \$1,900,000.00
- (2) First Renewal Term- Annual Percentage Rent Breakpoint: \$1,900,000.00
- (3) Second Renewal Term- Annual Percentage Rent Breakpoint: \$1,900,000.00
- (4) Third Renewal Term- Annual Percentage Rent Breakpoint: \$1,900,000.00

- (H) PERCENTAGE RENT RATE: Five percent (5%).
- (I) ADDITIONAL RENT: In addition to Minimum Rent, all other payments to be made by Tenant to Landlord shall be deemed to be and shall become Additional Rent hereunder whether or not the same be designated as such, including, but not limited to, Tenant's Proportionate Share of Taxes, Tenant's Proportionate Share of Insurance Costs and Tenant's Proportionate Share of Operating Costs, shall be deemed "Additional Rent."
- (J) RENT: Minimum Rent, Percentage Rent and Additional Rent are hereinafter, collectively, referred to as "Rent."
- (K) LEASE TERM: The Lease Term shall collectively consists of:
 - (i) An initial term of five (5) Lease Years, commencing on the Commencement Date (the "Initial Term")
 - (ii) Three (3) additional five (5) year terms to run consecutively, commencing immediately following the expiration of the Initial Term or preceding Renewal Term, as the case may be (each a "Renewal Term" and collectively the "Renewal Terms")
- (L) COMMENCEMENT DATE: The Lease Term shall begin on the earlier to occur of: (i) the date Tenant opens the Premises for business, or (ii) the thirtieth (30th) day after Delivery of Possession (as hereinafter defined).
- (M) DELIVERY OF POSSESSION: Delivery of Possession shall occur when Landlord tenders to Tenant possession of the Premises with Landlord's Work substantially complete, which shall be anticipated to be February 15, 2025; provided, however the Delivery of Possession is subject to the provisions of Section 44.02.
- (N) EXPIRATION DATE: The Lease Term shall expire at 11:59 PM (eastern time) on the Last Day of the Initial Term, or if Tenant exercises a Renal Term, then at 11:59 PM (eastern time) on the last day of the Renewal Term, as the case may be. As soon as the Commencement Date of this Lease has been determined, upon the request of either party, the parties hereto shall enter into a written agreement in which the Commencement Date and Expiration Date hereof shall be set forth.
- (O) PERMITTED USE: The Premises shall be used and occupied by Tenant solely for the operation of The Flying Biscuit Café restaurant primarily selling breakfast, brunch and lunch food in the same manner as the majority of the other The Flying Biscuit Café restaurants operate in the United States and for no other use, subject to the terms hereof and the prohibited uses and activities set forth on **Exhibit B** attached hereto and incorporated herein by reference and is hereby made a part of this Lease (the "Prohibited Uses").
- (P) TENANT'S TRADE NAMES: The Flying Biscuit Café and The Flying Biscuit.
- (Q) SECURITY DEPOSIT: Tenant shall deposit Five Thousand Six Hundred and Four Dollars and 51/100 Dollars (\$5,604.51) with Landlord upon the execution of this Lease which shall be applied as set forth in Section 2.02.

- (R) INTENTIONALLY OMITTED
- (S) TENANT'S CONTRIBUTION TO TAXES: Tenant shall pay its Proportionate Share of Taxes as set forth in Section 22.02, estimated to be One Dollar and Forty Five Cents (\$1.45) per square foot of Gross Leasable Area of the Premises per annum during the first partial calendar year of the Lease Term.
- (T) TENANT'S CONTRIBUTION TO INSURANCE COSTS: Tenant shall pay its Proportionate Share of Insurance Costs as set forth in Section 18.03, estimated to be One Dollar and Eighteen Cents (\$1.18) per square foot of Gross Leasable Area of the Premises per annum during the first partial calendar year of the Lease Term.
- (U) TENANT'S CONTRIBUTION TO OPERATING COSTS: Tenant shall pay its Proportionate Share of Operating Costs as set forth in Section 11.01 and 11.02, estimated to be Dollars (\$1.67) per square foot of Gross Leasable Area of the Premises per annum during the first partial calendar year of the Lease Term.
- (V) GROSS LEASABLE AREA: The Gross Leasable Area of the Premises shall be measured to the center line of all party or adjacent tenant walls, to the exterior faces of all other walls or, where there is no wall, to the further of either the face of the portion of the Building above the Premises or a line drawn between either the solid or neutral piers that define the Premise. If there is an entrance vestibule, the Gross Leasable Area of the Premises shall extend to the face of the Building. In determining the Gross Leasable Area of the Premises, no deduction shall be made for the area covered by corridors, vestibules, stairways, restrooms, mechanical rooms, electrical rooms, telephone closets, vertical penetrations of the floors, columns, projections, or any other structural portions situated in the Premises.
- (W) GUARANTY AGREEMENT: Jason Esteves shall execute a Guaranty Agreement on or before the effective date of this Lease in the form set forth as **Exhibit D** attached hereto and incorporated herein by reference and hereby made a part of this Lease.
- (X) LEASE YEAR: Each twelve (12) month anniversary of the Lease Term commencing on the Commencement Date. However, if the Commencement Date does not occur on the first day of a calendar month, the first Lease Year hereunder shall include the remainder of the month during which the Commencement Date occurs, plus the twelve (12) month period immediately succeeding the month during which the Commencement Date occurred and each year thereafter shall be the consecutive twelve (12) month period commencing on each anniversary of the first day of the full month immediately subsequent to the month during which the Commencement Date occurred.
- (Y) LANDLORD'S WORK: The construction work to be substantially completed by Landlord prior to Delivery of Possession, a description of which is contained in **Exhibit C** attached hereto and incorporated herein by reference and is hereby made a part of this Lease. The Premises shall be delivered in an "AS IS" condition unless stated otherwise in **Exhibit C**.
- (Z) TENANT'S WORK: All construction work other than Landlord's Work which is required to complete the Premises to a finished condition ready for the conduct of Tenant's business, including without limitation the items described as Tenant's Work in **Exhibit C** and the installation of Tenant's trade fixtures and equipment and the stocking of the Premises with Tenant's Product.

1.02 All of the provisions, covenants and conditions set forth in the remainder of this Lease, and all exhibits and attachments hereto, are by this reference incorporated into this Article 1 as if the same were set forth at length in Article 1. Each reference in the remainder of this Lease and exhibits and other attachments to any provisions in Article 1 will be construed to incorporate all of the terms provided under this provision. In the event of any conflict between a provision in Article 1 and the remainder of this Lease or exhibits or other attachments, the latter will control.

ARTICLE 2 LANDLORD'S GRANT OF POSSESSION

2.01 In consideration of the Rent, covenants and agreements contained in this Lease, Landlord leases the Premises to Tenant, and Tenant hereby rents said Premises, subject to the terms and conditions of this Lease, subject to all matters of record affecting the Property.

2.02 Upon the execution of this Lease, Tenant shall deposit the Security Deposit with Landlord which shall be retained by Landlord if Tenant shall, due to no fault of Landlord, fail to open for business within thirty (30) days after the Commencement Date as consideration to Landlord for Landlord's removal of the Premises from the leasing market. Retention of the Security Deposit by Landlord shall be in addition to, and not in place of, any of the other remedies available to Landlord. In the event that Tenant opens for business within thirty (30) days of the Commencement Date, Tenant agrees that if Tenant fails to pay any Rent under this Lease after notice and cure or if Tenant vacates or abandons the Premises at any time prior to the end of the Lease Term, Landlord may draw on the Security Deposit as is required to cure Tenant's default(s) hereunder. Upon Tenant vacating or abandoning the Premises, Tenant will be deemed to be in default under this Lease for the full amount of the Security Deposit.

Landlord shall not be obligated to place the Security Deposit in an interest-bearing account, but instead may commingle the Security Deposit with the other funds of Landlord. In the event Landlord draws on the Security Deposit, Tenant upon demand shall within five (5) business days deliver to Landlord an amount of cash sufficient so that the cash constituting the Security Deposit shall be maintained at the original amount and failure to do so shall constitute a default under this Lease.

Notwithstanding any other provision of this Lease, upon the Expiration Date, Tenant may request from Landlord in writing a refund of the Security Deposit. Landlord agrees to refund such Security Deposit within thirty (30) days of receipt of Tenant's written request, provided that Tenant is not then in monetary default under this Lease; all Rent due to Landlord under this Lease has been paid in full; that Tenant has vacated the Premises in accordance with the terms of this Lease; and that no damage to the Premises exists such that Landlord would be entitled to apply the Security Deposit to pay such charges and/or repair any such damage.

ARTICLE 3 TERM OF LEASE

3.01 Although this Lease shall become effective upon execution hereof, the Initial Term of the Lease Term shall begin on the Commencement Date (as defined in Section 1.01(L)) and shall terminate on the Expiration Date (as defined in Section 1.01(N)).

3.02 Landlord hereby grants Tenant an option to extend its rights with respect to the Premises for three (3) additional five (5) year term to run consecutively, commencing immediately following the expiration of the Initial Term (each a "Renewal Term" and collectively the "Renewal Terms"). The same terms and conditions as those applicable to the Initial Term shall apply to the Renewal Term, with the

exception that Rent shall be adjusted as provided for in Article 4 below. Provided that Tenant shall not be then in default under the Lease beyond any applicable notice and cure period, Tenant may exercise its renewal option by written notice to Landlord not less than one hundred and eighty (180) days prior to the termination of the Initial Term or preceding Renewal Term, as the case may be.

ARTICLE 4 PAYMENT OF RENT

4.01 Tenant shall pay when due all Minimum Rent and Additional Rent.

4.02 All Rent shall be paid in lawful money of the United States at the time of payment at the payment address of Landlord as set forth in Section 1.01(A) or at such other address or to such other person as Landlord may, from time to time, in writing, designate, without any setoff or deductions whatsoever, except as may be expressly provided herein, and without any prior demand required therefor.

4.03 Tenant shall commence payment of Rent on the Commencement Date. Notwithstanding anything contained in this Lease to the contrary, provided Tenant is not in default under any of the terms of the Lease, commencing on the Commencement Date, Minimum Rent for months one (1) through (2) shall totally abate in the total amount of \$10,000 (\$5,000 for each month) and shall be conditionally excused (such excused rent being the "Conditionally Excused Rent"). In the event, Tenant, within the first 60 months of the Lease, subsequently defaults in any of its obligations under the Lease and (if applicable) fails to cure such default, the Conditionally Excused Rent shall immediately become due and payable to Landlord.

4.04 In the event Tenant fails to pay rental or any other payment called for under this Lease within fifteen (15) days of the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. Landlord and Tenant agree that such late charge is intended to compensate Landlord for additional administrative charges and other damages incurred by Landlord on account of such late payment and not as a penalty. Landlord and Tenant agree that the actual damages to be suffered by Landlord in such event shall be difficult, if not impossible to ascertain, and that such late charge is a reasonable estimate of such charges and damages.

ARTICLE 5 RENT

5.01 Tenant covenants and agrees to pay to Landlord the monthly amount of all Minimum Rent and Additional Rent in advance on the fifth (5th) day of each calendar month during the Lease Term. Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

5.02 Notwithstanding the aforementioned, the first month's Base Rent and Additional Rent shall be payable concurrently with Tenant's execution of the Lease, to be applied to the first installment of Base Rent and Additional Rent due under this Lease.

ARTICLE 6 PERCENTAGE RENT

6.01 During the Lease Term, Tenant shall pay to Landlord, as "Percentage Rent", in addition to the Minimum Rent, a sum equal to the Percentage Rent Rate multiplied by the amount that the Gross Sales for that Lease Year exceeds the Percentage Rent Breakpoint for that Lease Year.

6.02 Tenant shall furnish to Landlord monthly Gross Sales statements as set forth in Section 9.01(A) below and beginning with the statement for the calendar month in which Tenant's aggregate Gross Sales for the applicable Lease Year exceed the applicable Percentage Rent Breakpoint for that Lease Year, Percentage Rent shall be paid by Tenant monthly thereafter during the balance of such Lease Year. Tenant shall pay Percentage Rent equal to the Percentage Rent Rate stated in Section 1.01(G) times the total Gross Sales for the applicable Lease Year in excess of the applicable Percentage Rent Breakpoint less the amount of the Percentage Rent previously paid for such Lease Year. Tenant's payment of Percentage Rent shall accompany the monthly statement of Tenant's Gross Sales.

ARTICLE 7 GROSS SALES

7.01 Except as otherwise provided herein or limited hereby, the term "Gross Sales" means the entire amount of the actual sales or service price, whether wholly or partly for cash or on credit, of all food, beverages, goods, wares and merchandise (collectively, the "Product") and services sold, and all other receipts by sales, barter, rental or otherwise, of all business conducted on, in, at or upon orders placed at (including orders placed by customers from on-site computers or monitors to Tenant's web site, provided however that such computers or monitors shall be permitted in the Premises only if Tenant's statements of Gross Sales includes sales made through such computers or monitors in the Premises), or completed by delivery in, through or from the Premises, including, but not limited to, all deposits not refunded to purchasers, all sales to employees or agents of Tenant, all sales of gift cards and gift certificates at the time of redemption, all orders taken in or from the Premises although said orders may be received by telephone, facsimile, mail, video, electronic means, internet, other technology-based systems whether now existing or hereafter developed, or filled elsewhere, or procured from the Premises by house-to-house canvassing, all sales by vending or mechanical devices, all bulk sales, wholesale sales, and sales by any sublessees, or licensees, all without credit to Tenant for cash discounts, and all moneys or other things of value received by Tenant from its operations which are neither included in nor excluded from Gross Sales by this paragraph. Each sale upon installment or credit shall be treated as a sale for the full price in the month in which such sale shall be made, irrespective of the time when Tenant shall receive complete or partial payment from its customer.

7.02 The following shall be excluded or deducted, as applicable, from Gross Sales: (i) any sums collected and paid out for any sales or excise tax separately stated and based upon the sale or sales of Product and required by law, whether now or hereafter in force, to be paid by Tenant or collected from its customers, to the extent that such taxes have been included in the Gross Sales price; (ii) the mere exchange or transfer of Product between the stores of Tenant, if any, where such exchange or transfer is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale made at, in, from or upon the Premises, or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Premises; (iii) Product returned to shippers or manufacturers; (iv) cash or credit refunds made upon any sales included within Gross Sales where the Product sold, or some part thereof, is thereafter returned by the purchaser to and accepted by Tenant (i.e. refunds on sales originating at other locations, the internet or by catalogue, mail, telephone, telegraph, facsimile, video, electronic means or by means of other technology-based systems whether now existing or

hereafter developed are not deducted from Gross Sales unless the original sale was included in Gross Sales for the Premises); (v) sales of store fixtures or equipment used by Tenant in the Premises; (vi) penalties imposed by Tenant on its customers for returned checks; (vii) insurance proceeds for damaged Product provided any loss is adjusted at cost and not retail value; (viii) service charges at cost to Tenant in the nature of customer accommodations such as mail or delivery service; (ix) sales (the "Discount Sales") at discount to bona fide employees of Tenant or of Tenant's licensees, at up to a total of one percent (1%) of the total of Tenant's Gross Sales excluding the Discount Sales per Lease Year; (x) income from those vending machines and telephones provided by Tenant for the sole use of Tenant's employees; (xi) discounts given to customers; and (xii) service charges and tips that are passed on to employees.

7.03 Tenant shall conduct its business in good faith, and be well-stocked and adequately staffed, in order that Landlord will at all times receive the maximum amount of Percentage Rent from the operation of Tenant's business in and from the Premises. Tenant shall not take any steps to divert business from the Premises to other stores in which Tenant has an ownership interest or with which Tenant is affiliated directly or indirectly.

ARTICLE 8 RECORDS

8.01 Tenant hereby agrees to prepare and keep in its corporate office for a period of three (3) years following the end of each Lease Year during the Lease Term, permanent, complete, adequate and accurate records sufficient for Landlord, or its authorized representatives, to verify the accuracy of Tenant's statements of Gross Sales and payments of Percentage Rent. Such records may include, but are not limited to: sales journals, sales tax returns, daily dated cash register receipts or their equivalent if such receipts are not generated, bank statements, deposit slips, documentation and backup supporting exclusions from Gross Sales, settlement statements with licensees, records of inventories and merchandise delivered, and all other data or facts reasonably necessary to enable an accountant to audit the business conducted at the Premises under generally accepted accounting principles. Tenant shall record each sale in a manner that tabulates a cumulative total. Tenant's obligations to retain all books, documents and records in accordance with this Article 8 shall survive for twelve (12) months from the expiration or sooner termination of the Lease.

ARTICLE 9 STATEMENTS

9.01 Statements in respect of Percentage Rent shall be made by Tenant as follows:

- (A) Monthly Statements. Within ten (10) days after the end of each calendar month during the Lease Term, Tenant shall submit to Landlord, an accurate, unaudited, written statement, signed by Tenant or on its behalf by a duly authorized officer or representative, showing, in reasonable detail the full amount of the Gross Sales during such preceding calendar month.
- (B) Annual Statements. Tenant shall submit to Landlord, within ninety (90) days after the end of each Lease Year and within one hundred and twenty (120) days after the Expiration Date of the Lease, a complete statement, certified and signed by Tenant or on its behalf by a duly authorized officer or representative, showing accurately and in reasonable detail, the full amount of Gross Sales for the immediately preceding Lease Year or portion thereof. Tenant's statement under this Article 9 shall be accompanied by statements of similar nature and scope, reflecting the Gross Sales of each permitted sublessee, licensee using the Premises during any part of the period covered by such statement and shall be signed by each permitted sublessee, licensee.

(C) Audits by Landlord.

(i) Tenant agrees that, no more than one time per Lease Year, Landlord's agents, representatives and auditors may, upon at least fifteen (15) days' written notice, audit and inspect Tenant's records of sales made in the Premises, at the Premises or at Tenant's corporate office. Said audit shall be limited to the records of the three (3) Lease Years or partial Lease Year immediately prior to Landlord's request, and will include the right to inspect sales records of sublessees or licensees.

(ii) If any such audit discloses that the Gross Sales transacted by Tenant in any Lease Year inspected exceed those reported by Tenant, Tenant shall immediately pay to Landlord any additional Percentage Rent shown to be payable. If the Gross Sales disclosed upon audit exceed the Gross Sales reported by Tenant by more than ten percent (10%), or if Tenant's records or statements do not substantially comply with requirements of Articles 8 or 9 hereof, Tenant shall also pay, as Additional Rent, interest on the additional Percentage Rent at the Default Rate of six percent (6%) per annum, plus the costs of Landlord's audit.

9.02 Failure to Furnish Statements. Tenant acknowledges that the Minimum Rent provided in this Lease has been negotiated by Landlord in consideration of Landlord's expectation that Tenant also will pay Percentage Rent. Tenant further acknowledges that Landlord's expectation that Tenant will pay Percentage Rent was an inducement to Landlord to enter into this Lease. As such, Tenant's failure to maintain the records referred to herein and to prepare and deliver any statement of Gross Sales pursuant to this Lease shall constitute a default of the tenancy. In any such default event, Landlord may also, in addition to any right and/or remedy set forth in Article 34 hereof or otherwise, upon at least fifteen (15) days prior written notice to Tenant, elect to make an audit of all books and records of Tenant, including Tenant's bank accounts, which in any way pertain to Gross Sales, and prepare the statement or statements which Tenant has failed to prepare and deliver after such notice. The statement or statements so prepared shall be conclusive on Tenant, and Tenant shall pay as Additional Rent, on demand, all expenses of such audit and the preparation of any such statements, and all sums as may be shown by such audit and statements to be due as Percentage Rent.

ARTICLE 10 COMMON AREAS

10.01 The Property contains certain common areas (the "Common Areas") consisting of, without limitation, the following: (i) those portions of the Property on which no building is constructed; and (ii) those portions of the Property now or hereafter made available for the common use and benefit of all tenants of the Property, their employees, agents, customers and invitees, which may include, without limitation, hallways, stairways, elevators, lobby area, restrooms, maintenance and equipment rooms, utility systems, parking areas, access roads, driveways, truck serviceways, loading/delivery areas, pedestrian walks, landscaped areas, and outside courts.

10.02 The Common Areas, or any portion thereof, are, without Tenant's consent, subject to: (i) expansion, contraction, modification or other changes, including any parking areas (the "Changes"); (ii) closure of all or any portion of the Common Areas for repairs or for the Changes; (iii) such other acts in the Common Areas which may be desirable for the use thereof; and/or (iv) closure of all or any portion of the Common Areas if deemed necessary to prevent the acquisition of public or third-party rights therein. The Changes may include, by way of example and not in limitation thereof, the relocation, reconfiguration or modification of any parking areas or creation of public rest room facilities. No action taken by Landlord with respect to the Common Areas shall be deemed either an eviction, in whole or in part, actual or

constructive, result in any claim by Tenant for diminution or abatement of Rent, be a default by Landlord under this Lease or effect a termination of this Lease.

10.03 The Common Areas may be subject to such reasonable rules and regulations as Landlord may, from time to time, adopt. Landlord shall provide Tenant written notice of any changes to or new regulations ten (10) days prior to their implementation.

ARTICLE 11 OPERATING COSTS

11.01 Tenant shall have no obligation to pay Landlord for any share of Landlord's costs for operating or managing the Property as Tenant's share is included in Tenant's Minimum Rent.

Throughout the Lease Term, Tenant shall pay monthly as Additional Rent, Tenant's proportionate share of the cost of Landlord's Operating Costs ("Tenant's Proportionate Share of Operating Costs"). Tenant's Proportionate Share of Operating Costs shall be determined by multiplying the cost of such Operating Costs ("Operating Costs") by a fraction, the numerator of which shall be the Gross Leasable Area of the Premises and the denominator of which shall be the Gross Leasable Area of the Property, as it exists from time to time. Notwithstanding the foregoing, the parties agree that Tenant's Proportionate Share of Operating Costs for the first partial calendar year shall be estimated as set forth in Section 1.01(U). Each calendar year thereafter, Landlord shall estimate Tenant's Proportionate Share of Operating Costs annually and Tenant covenants to pay one-twelfth (1/12th) of such estimated amount monthly, along with its monthly installment of Minimum Rent. Landlord shall use its reasonable efforts to reconcile actual Operating Costs to payments received from Tenant by June 1 of the succeeding Lease Year or such reasonable time thereafter (in Landlord's determination). Should Operating Costs be underestimated, Tenant shall pay any deficiency with the next payment of Minimum Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment of Operating Costs. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligation hereunder.

11.02 The "Operating Costs" shall be those costs paid to third parties to this Lease such as: (i) the costs for operating and managing the Property and (ii) the costs to maintain and service the Common Areas of the Property, Operating Costs shall include, but not be limited to, common utility charges, fire fee charges, common water and sewer services and maintenance, landscape maintenance and replacement, rubbish removal, sidewalk, parking lot (if any), and driveway maintenance and repair, common area lighting, maintenance of common signs for the Property, maintenance and painting of the exterior of the Building on the Property and downspouts and gutters, security services, termite control, pest control (at Landlord's discretion), property management services, miscellaneous maintenance and repair expenses, and any and all storm water related fees and charges and any other fees or charges levied by an agency or other authority having jurisdiction.

ARTICLE 12 USE OF PREMISES

12.01 The Premises shall be used and occupied solely for the Permitted Use. Notwithstanding anything to the contrary herein, in no event shall Tenant use or permit the Premises to be used in violation of the Prohibited Uses. The restrictions set forth in this Section 12.01 shall extend to all agents and employees of Tenant.

12.02 Tenant agrees to open for business to the general public no later than the Commencement Date and to conduct its business at all times in a dignified manner and in conformity with the highest standards of practice among superior type stores, shops, food establishments, or concerns dealing in the same or similar Product, and in such a manner as to establish and maintain a high reputation for the Property.

12.03 Following its opening the Premises for business, Tenant shall continuously operate one hundred percent (100%) of the Premises (other than such portions required for storage or office purposes) throughout the Lease Term during Tenant's hours of operation as set forth in herein, for the Permitted Use unless prevented from doing so by Force Majeure (as defined in Article 40 hereof) (hereinafter the "Continuous Operation Obligation"). Tenant acknowledges that compliance with the Continuous Operation Obligation is of utmost importance to Landlord and a material inducement to Landlord to enter into this Lease so that Landlord may maximize the Percentage Rent anticipated to be generated from the Premises and to avoid the negative appearance and impression created by the presence of a vacant or closed store in the Property. In the event of a default of the Continuous Operation Obligation by Tenant, Landlord, in addition to all other remedies provided in this Lease, shall be entitled to injunctive relief.

12.04 The parties covenant and agree that because of the difficulty or impossibility of determining Landlord's damages by way of loss of the anticipated Percentage Rent from Tenant, or by way of loss of value in the Property because of adverse publicity or appearances by Tenant's action, should Tenant, subject to Force Majeure, (i) fail to open for business within ninety (90) days of the Commencement Date, or (ii) at any time during the Lease Term, cease operating its business therein, then, in any such event, if Landlord does not terminate this Lease, Tenant shall pay to Landlord, in addition to Minimum Rent and Additional Rent and in lieu of lost Percentage Rent, and not as a penalty, liquidated damages of ten percent (10%) of the Monthly Minimum Rent, prorated for each and every day the Premises and Tenant's business therein are not continuously and uninterruptedly operated by Tenant. Tenant shall also immediately fully reimburse Landlord for the unamortized portion of all costs incurred by Landlord, including any contribution or reimbursement to Tenant for construction costs, in constructing or altering the Premises for Tenant's occupancy. Landlord and Tenant agree that the damages provided for in this Section 12.04 are reasonable and are the parties' best, good faith estimate of the damages which may be suffered by Landlord upon such default by Tenant.

12.05 Tenant shall not operate any portion of the Premises as a "Discount House" or "Outlet Store". The term "Discount House" shall mean a sales operation regularly devoted to the sale of merchandise or services below the prices charged for the same or similar merchandise or services in other retail stores operated by Tenant or, if Tenant does not operate other retail stores, by other retailers selling the same or similar merchandise or services. The term "Outlet Store" shall mean a sales operation regularly devoted to the sale of merchandise originally purchased by Tenant for sale at other retail stores operated by Tenant and thereafter transferred to the Premises for close-out or other similar discount sales purposes.

12.06 Neither Tenant nor any of its officers, directors, shareholders, principals or Affiliates (as hereinafter defined), franchisees, licensees or persons or entities having a similar relationship to Tenant (collectively, "Related Party(ies)") shall directly or indirectly engage in any similar or competing business to the Permitted Use to be conducted by Tenant or Tenant's Franchisor within a three (3) miles of the Premises ("Restricted Area"). If Tenant or a Related Party does engage directly or indirectly in any such similar business within the stated Restricted Area, then in addition to all other remedies available to Landlord, including, but not limited to the right of injunction, Tenant's or such Related Party's Gross Sales in such similar or competing business shall be reported to Landlord pursuant to Articles 7, 8 and 9 hereof, and Tenant shall pay Landlord Percentage Rent under this Lease based on Gross Sales from the Premises plus Gross Sales from such similar or competing business. The term "Affiliate" shall mean any entity or person which controls or is controlled by Tenant or is controlled by the same entity or person which controls

Tenant or any entity or person which is a member of Tenant in a relationship by joint venture, partnership or other form of business association; the term "control" means, with respect to a corporation, the ownership of stock possessing, or the right to exercise, at least twenty-five percent (25%) of the total combined voting power of all classes of the controlled corporation, issued, outstanding and entitled to vote for the election of directors, whether ownership be direct ownership or indirect ownership through control of another corporation or corporations.

12.07 Tenant and its Related Parties shall not operate, sell to or participate in a clearing house, outlet store, off-price store or a retail sale from a warehouse within the Macon, Georgia metropolitan area.

12.08 Tenant shall at all times during the Lease Term hereof use Tenant's Trade Name or such other trade or business name as shall be approved by Landlord in writing.

12.09 Tenant covenants that Tenant will not use or suffer or permit any person to use the Premises for any unlawful purpose. Tenant covenants to obtain and maintain at Tenant's sole cost and expense all licenses and permits from any and all governmental authorities having jurisdiction of the Premises which may be necessary for the conduct of Tenant's business therein.

12.10 Tenant shall not warehouse, store or stock any goods, wares, merchandise or product in the Premises that Tenant does not sell at retail in the Premises, or devote more of the Premises to office use than is required for the Permitted Use.

12.11 Tenant shall not use the sidewalks or any open areas adjacent to the Premises, the exterior of the Premises, or any part of the Common Areas, for any purposes (except ingress and egress) without the prior written consent of Landlord.

12.12 Tenant agrees that its restaurant shall be open for business every day, except as otherwise agreed upon in writing, as follows: Monday, Tuesday, Wednesday, Thursday, Friday from 7:00 A.M. to 2 P.M., and on Saturday and Sunday from 7:00 A.M. to 4:00 P.M. The foregoing schedule reflects the minimum hours which Tenant is required to remain open, and Tenant, in its discretion, may exceed the minimum hours as long as Tenant remains in compliance with governmental regulations. Landlord may, in its reasonable discretion, from time-to-time, change the days and hours of business to be conducted by Tenant. Tenant's store shall be open every day of the year except Thanksgiving Day and Christmas Day.

12.13 Tenants use of the Premises shall be subject, at all times during the Lease Term, to Landlord's right to adopt from time to time, modify and/or rescind reasonable rules and regulations not in conflict with any of the express provisions hereof governing the use of the parking areas (if any), walkways, driveways, passageways, signs, exteriors of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Property of which the Premises are a part, but no such rule or regulation shall discriminate against Tenant. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord.

12.14 Tenant covenants that it will not create or maintain, or allow others to create or maintain, any nuisances, including without limiting the foregoing: loud noises, sound effects, offensive odors and smoke or dust in or about the Premises; commit any waste; or maintain or allow to be maintained any excessively bright lights, changing, flashing, flickering or lighting services or similar devices, the effect of which will be visible from the exterior of the Premises. Tenant shall not play or perform or allow to be played or performed on or about the Premises any music, noise, or other type of sound that disturbs any other tenant or neighboring occupant. Odors, noises, and lighting typically associated with the Permitted Use shall not be construed as a violation of this Article provided there is

nothing other tenants or neighboring occupants could reasonably find to be a disturbance.

12.15 If Tenant fails to comply with any provision of this Article 12, then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees, upon receipt of notice and failure to cure the default under this Article 12 within five (5) days, or, if such default is of such a nature that it cannot be reasonably remedied within said five (5) days, then within a seventy five (75) day time period to cure, to pay to Landlord, as Additional Rent, a sum equal to Two Hundred and No/100 Dollars (\$200.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand.

ARTICLE 13 INTENTIONALLY OMITTED

13.01 INTENTIONALLY OMITTED

ARTICLE 14 ALTERATIONS – INSTALLATIONS – FIXTURES

14.01 Tenant shall not make any modifications, alterations or improvements to the Premises (collectively, “Tenant Changes”), either interior or exterior, structural or non-structural, cosmetic or otherwise, without Landlord’s prior written consent.

14.02 If the performance of Tenant Changes shall interfere with the comfort and/or convenience of other tenants or occupants of the Property or shall cause damage to or otherwise interfere with the occupancy of adjacent buildings, Tenant shall, upon Landlord’s demand, promptly remedy or remove the condition or conditions. Tenant further covenants and agrees to indemnify, defend and save Landlord harmless from and against any and all claims, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses incurred), suits and demands whatsoever made or asserted against Landlord by reason of the foregoing.

ARTICLE 15 COMPLIANCE WITH LAWS AND REGULATIONS

15.01 Throughout the Lease Term, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises and the sidewalks, alleyways, passageways and curbs adjoining the same or to the use or manner of use of the Premises, whether or not such law, ordinance, order, rule, regulation or requirement shall affect the interior or exterior of the Premises, or interfere with the use and enjoyment of the Premises, and whether or not such compliance is required by reason of any condition, event or circumstance existing prior to or after the commencement of the Lease Term; provided however, Tenant shall not be obligated to make any structural changes or alterations unless Tenant has, as a result of Tenant Changes or by its manner of use of the Premises or method of operation therein, (i) violated any such laws, ordinances, orders, rules, regulations and requirements or (ii) made the structural changes or alterations necessary. In accordance with the terms hereof, Tenant’s obligations herein shall include, but not be limited to, (i) compliance with the codes and ordinances adopted by the City of Macon and (ii) the Americans with Disabilities Act of 1990 and all regulations issued thereunder (“ADA”).

15.02 Tenant covenants that neither Tenant, nor any of its agents, employees, licensees, contractors or invitees shall cause or permit any Hazardous Substance to be stored, handled, treated, released or brought upon or disposed of on the Premises; provided, however, Tenant shall be entitled to use such Hazardous Substance as typically used by responsible tenants operating food service businesses in first-class properties provided Tenant shall comply with any and all Hazardous Materials Laws (as hereinafter defined). As used herein, the term "Hazardous Substances" shall mean all substances deemed hazardous under any Hazardous Materials Law, including, without limitation, asbestos or any substance containing asbestos, petroleum, petroleum products, oil, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic waste, materials or substances under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§741 et seq., the Clean Water Act, 33 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, decrees now or hereafter promulgated thereunder (collectively, the "Hazardous Materials Laws").

15.03 Tenant shall indemnify, defend and hold Landlord, Landlord's mortgagee, and Landlord's partners, members, managers, shareholders, officers, directors, and employees, as applicable, as well as any person or entity with which Landlord contracts to manage the Property (collectively, the "Landlord Indemnified Parties") harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultants' fees, experts' fees, attorneys' fees and court costs), liabilities or losses resulting from the storage, handling, treatment, release, disposal, presence or use of Hazardous Substances in, on or about the Premises or the Property from and after the date of this Lease, but only to the extent caused or permitted by Tenant, its agents, employees, licensees, contractors or invitees. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenant set forth in this paragraph has been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any contamination by such Hazardous Substances. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rent, within thirty (30) days after demand therefor by Landlord. The obligations of this subsection shall survive the expiration or earlier termination of this Lease.

15.04 Notwithstanding anything to the contrary set forth above, Landlord shall indemnify and shall defend and hold harmless Tenant from and against all claims associated with the presence of Hazardous Materials existing in the Premises as of the Delivery of Possession or placed in or around the Premises or the Property by Landlord, its agents, other tenants, employees or contractors.

ARTICLE 16 SIGNS – DISPLAY WINDOWS

16.01 Tenant shall not, without Landlord's prior written consent, which shall not be unreasonably be withheld, make any changes to the exterior storefront, install any exterior lighting, decorations or paintings, or erect or install upon the exterior of the Premises or the Property any signs, banners, decorations or lettering. Notwithstanding the aforementioned, Tenant acknowledges and agrees that it shall not be unreasonable for Landlord to withhold consent for: (i) any exterior painting or exterior alteration that could

permanently alter the exterior of the Premises or be costly to remove and/or restore the exterior to its present condition or (ii) any exterior alteration that Landlord determines to interfere with the rights of other tenants in the Building or would negatively affect Landlord's ability to rent other spaces in the Building. Tenant shall not be allowed to display any neon signs or flashing or moving lights in the Premises. Subject to the following, Tenant shall also not, without Landlord's prior written consent, install upon the interior or the Premises, signs, window or door lettering, placards, banners, decals or advertising media ("Interior Signage") of any type which can be viewed from the exterior of the Premises. Notwithstanding anything herein to the contrary, provided that Tenant is not violating any governmental or historical regulations for the Property, Tenant shall be allowed to display professionally prepared and tasteful Interior Signage which Tenant uses in at least a majority of its other stores without Landlord's prior written approval. Any Interior Signage visible from outside the Premises which does not meet the above criteria may be removed at any time by Landlord, upon prior notice, without Landlord incurring any liability therefor.

16.02 Tenant shall, at Tenant's expense, remove all signs at the termination of this Lease and shall be responsible for the repair, painting, restoration and/or replacement of the building facade on and around the previous point(s) of attachment of any removed sign.

ARTICLE 17 CARE OF PREMISES

17.01 Tenant shall, at its sole cost and expense, maintain the Premises and all permitted signs in first-class condition and repair, and in accordance with all laws, ordinances, regulations, codes, rules and directives, directions, rules and regulations of regulatory bodies or officials having jurisdiction. Tenant's obligations to keep the Premises in first-class repair shall include, but not be limited to, repair, maintenance, servicing and replacement if and when necessary of the plumbing, sewage, heating and hot water, air conditioning, ventilating, fire prevention and electrical systems, fixtures and equipment, and interior walls, exteriors and interiors of doors and door closers and hardware, meters, flues and flue pipes, if any, ceiling and floor covering and exterior and interior windows and glass, irrespective of the ownership of any of these items of equipment. Landlord shall maintain in a first-class manner (i) the plumbing, sewage, and electrical systems from outside the Premises to the point of connection within the Premises and any in ground plumbing and sewer lines in the interior of the Premises that were installed by Landlord unless the need therefor results from the act or neglect of Tenant, its agents, employees or contractors; (ii) the Common Areas; (iii) the structure of the Building, including, but not limited to, the roof, foundation and exterior walls of the Premises.

17.02 Tenant shall wash, at least once a week, storefront glass and aluminum or other metals which are part of the storefront, including window trim and doors and exterior signs. All metal work shall be cleaned and polished at least quarterly, such cleaning and polishing to be performed by a company reasonably approved by Landlord. If doors, window trim or other storefront materials are painted or varnished, Tenant shall repaint same at least annually, it being agreed that the storefront shall be maintained in a first-class appearance at all times.

17.03 Tenant shall supply and maintain lighting for the Premises, as follows:

- (A) Interior illumination within the Premises sufficient for security purposes during the period that the store is not open for business; and
- (B) Tenant's primary storefront sign shall be kept illuminated seven (7) days a week from dusk until at least 11:30 P.M.

17.04 Tenant shall provide extermination services for the Premises as reasonably necessary, but not less than once every thirty (30) days.

17.05 Tenant will, as necessary, refinish the store as needed to maintain the appearance and operation of the first-class facility.

17.06 Tenant agrees to use reasonable diligence to keep the sidewalks and outside areas immediately adjoining the Premises (if any) free from debris and trash, and at all times to broom-clean or otherwise keep said sidewalks and outside areas free of trash, litter or obstructions of any kind. Tenant agrees not to permit the accumulation (unless in concealed metal containers) or burning of any rubbish or garbage in, on or about any part of the Premises or the Property. All garbage shall be promptly removed from the Premises in order to control the escape of offensive odors. If, for any reason, offensive odors are emitted from the location where Tenant stores Tenant's garbage or, if in the sole opinion of Landlord, Tenant's garbage is the cause of pest or vermin infestation, Tenant shall cause its garbage to be removed on a daily basis. Tenant shall take all necessary steps to insure that all offensive odors are dissipated and the pest or vermin infestation is alleviated. Tenant shall cause and pay for all garbage or rubbish to be collected or disposed of from the Premises.

17.07 Tenant agrees to properly dispose of all cooking oils and fats used in the Premises in accordance with local environmental regulations, using approved disposal methods that prevent environmental contamination and comply with health and safety standards.

ARTICLE 18 LANDLORD'S INSURANCE

18.01 Landlord shall carry throughout the Lease Term such insurance as Landlord determines is reasonable and customary for projects of this type (either through the purchase of insurance, including umbrella coverage, or a self-insurance plan) including without limitation: (i) commercial general liability coverage for liability for bodily injury including death and personal injury for any one (1) occurrence within the Common Areas, and (ii) "all risk" property damage insurance insuring the improvements within the Property (collectively, "Landlord's Insurance").

18.02 Tenant shall observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Premises, whether or not such observance or compliance is required by reason of any condition, event or circumstance existing prior to or after the Commencement Date, and Tenant shall, in the event of any violation or any attempted violation of the provisions of this Section 18.02 take steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

18.03 Throughout the Lease Term, Tenant shall pay monthly as Additional Rent, Tenant's proportionate share of the cost of Landlord's Insurance, including the cost of any deductible portion of such insurance or any self-insurance ("Tenant's Proportionate Share of Insurance Costs"). Tenant's Proportionate Share of Insurance Costs shall be determined by multiplying the cost of such insurance, including deductible and self-insurance ("Insurance Costs") by a fraction, the numerator of which shall be the Gross Leasable Area of the Premises and the denominator of which shall be the Gross Leasable Area of the Property, as it exists from time to time, covered by such insurance; provided, however, that if any tenant separately insures any portion of the improvements within the Property (but not such tenant's personal property), the Gross Leasable Area of such tenant shall be excluded from the denominator in computing Tenant's Proportionate Share of Insurance Costs. Notwithstanding the foregoing, the parties agree that Tenant's Proportionate Share of Insurance Costs for the first partial calendar year shall be

estimated as set forth in Section 1.01(T). Each calendar year thereafter, Landlord shall estimate Tenant's Proportionate Share of Insurance Costs annually and Tenant covenants to pay one-twelfth (1/12th) of such estimated amount monthly, along with its monthly installment of Minimum Rent. Landlord shall use its reasonable efforts to reconcile actual Insurance Costs to payments received from Tenant by June 1 of the succeeding Lease Year or such reasonable time thereafter (in Landlord's determination). Should Insurance Costs be underestimated, Tenant shall pay any deficiency with the next payment of Minimum Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment of Insurance Costs. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligation hereunder.

ARTICLE 19 INDEMNIFICATION

19.01 Except as provided in this Section 19.01, Tenant shall defend, indemnify and save harmless Landlord and the Landlord Indemnified Parties against all costs, damages or claims, whether for personal injury or property damage, (i) occurring on the Premises during the Lease Term (except if caused by any act or omission of Landlord, its agents, contractors, invitees or employees); (ii) arising out of any default by Tenant hereunder; (iii) arising out of any act or omission of Tenant, its agents, contractors, invitees or employees in the Property, but outside the Premises; or (iv) occurring on the Premises prior to the beginning of the Lease Term, but only if caused by any act or omission of Tenant, its agents, contractors, invitees or employees. Tenant shall, at its own expense, defend all actions brought against Landlord, its agents or employees for which Tenant is responsible for indemnification hereunder, and if Tenant fails to do so, Landlord (at its option, but without being obligated to do so) may, at the cost and expense of Tenant and upon notice to Tenant, defend such actions, and Tenant shall pay and discharge any and all judgments that arise therefrom.

19.02 Except as provided in this Section 19.02, Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs, damages or claims, whether for personal injury or property damage, (i) occurring on the Premises prior to the beginning of the Term (except if caused by any act or omission of Tenant, its agents, contractors or employees); (ii) occurring on the Premises during the Lease Term if caused by any act or omission by Landlord or its agents, contractors or employees; (iii) arising out of any default by Landlord hereunder; or (iv) occurring in the Property but outside the Premises (except if caused by act or omission of Tenant, its agents, contractors or employees in the Common Areas). Landlord shall, at its own expense, defend all actions brought against Tenant, its agents or employees for which Landlord is responsible for indemnification hereunder, and if Landlord fails to do so, Tenant (at its option, but without being obligated to do so) may, at the cost and expense of Landlord and upon notice to Landlord, defend such actions, and Landlord shall pay and discharge any and all judgments that arise therefrom.

19.03 Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, or for any personal injury, from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors.

ARTICLE 20 LIABILITY AND INSURANCE

20.01 Tenant shall secure and keep in full force and effect from the Delivery of Possession Date through the balance of the Lease Term, at Tenant's sole cost and expense:

- (A) Workers' Compensation Insurance, containing an employer's liability limit of no less than required by applicable law;
- (B) Commercial General Liability Insurance (ISO form CG 00 01 or equivalent), written on an occurrence basis, to afford protection in such amount as Landlord may determine but in any event with a combined single limit for bodily injury, personal injury, death and property damage liability per occurrence of not less than One Million and No/100 Dollars (\$1,000,000.00) or the current limit carried by Tenant, whichever is greater, and a general aggregate limit per location of not less than Two Million and No/100 Dollars (\$2,000,000.00). All such liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property set forth in Section 19.01. In addition, all liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross-liability and severability of interest clauses, products/completed operations, broad form property damage, independent contractors, owned, non-owned and hired vehicles, fire and extended coverage legal liability, and, if alcoholic beverages are served, sold, consumed or obtained in the Premises, as otherwise permitted hereunder, liquor liability.;
- (C) Umbrella coverage no less than three million dollars (\$3,000,000.00);
- (D) "Special form" property insurance (on ISO form CP 10 30 or equivalent) covering any improvements or alterations to the Premises and all of Tenant's trade fixtures, furniture, inventory, equipment and other personal property against loss or damage resulting from fire or other insurable loss. Such insurance shall be in an amount no less than the full replacement cost of such property and shall include business income and extra expense coverage (ISO form CP 00 30 or equivalent); and
- (E) Tenant agrees to maintain minimum limits of coverage of at least \$2,000,000 under an umbrella policy covering excess "liquor law" liability (sometimes also known as "dram shop" insurance) which shall insure Tenant and Landlord, and all those claiming by, through or under Landlord, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like so that at all times Landlord will be fully protected against claims that may arise by reason of or in connection with the sale and dispensing of liquor, wine and alcoholic beverages in and from the Premises.
- (F) Other insurance in such amounts as Landlord may reasonably require from time to time.

20.02 All such insurance and any insurance required by this Article 20 shall be written in form and substance reasonably satisfactory to Landlord by an insurance company with general policy holders' ratings of not less than "A-/VIII" or better as rated in the most current available "Best's" insurance reports, or the then equivalent thereof, and licensed to do business in the State of Georgia and authorized to issue such policies. All policies of insurance procured by Tenant shall contain endorsements providing that (i) such policies may not be reduced or cancelled (including for non-payment of premium) or allowed to lapse with respect to Landlord or materially changed or amended except after forty-five (45) days' prior notice from the insurance company to Landlord, sent by certified mail, return receipt requested; and (ii) Tenant shall be solely responsible for the payment of premiums therefor notwithstanding that Landlord or any other party is or may be named as an insured. All such insurance shall contain only such "deductibles" as Landlord shall reasonably approve. Duly executed certificates of insurance (on ACORD Form 28) required by this Article 20 (including endorsements and evidence of the waivers of subrogation required pursuant to Section 20.04 herein) or, if required by Landlord, certified copies or duplicate originals of the original

policies, together with reasonably satisfactory evidence of payment of the premiums therefor, shall be delivered to Landlord, on or before the entry upon the Premises by Tenant, or any of Tenant's employees, agents or contractors and, each renewal or replacement of a policy shall be so deposited at least thirty (30) days prior to the expiration of such policy. Tenant shall not carry any separate or additional insurance concurrent in form or contributing in the event of any loss or damage with any insurance required to be maintained by Tenant under this Lease, and all policies of insurance procured by Tenant shall be written as primary policies not contributing with or in excess of coverage that Landlord may carry.

20.03 All liability insurance procured by Tenant under this Article 20 shall be issued naming Landlord and Landlord's property manager (and each member thereof in the event Landlord or Landlord's property manager is a partnership or joint venture and Landlord's agents and employees) and Landlord's mortgagee as additional insured thereunder.

20.04 Each party shall include in each of its insurance policies covering general liability and loss, damage or destruction by fire or other casualty (insuring the Building and Landlord's property therein and the rental value thereof, in the case of Landlord, and insuring Tenant's personal property and fixtures and business interruption and loss of profit insurance, in the case of Tenant) a waiver of the insurer's right of subrogation against the other party or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the insured waives before the loss or casualty the right of recovery against any party responsible for a loss or casualty covered by such policies, or (ii) any other form of permission for the release of the other party.

20.05 Notwithstanding anything to the contrary herein, each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including rental value or business interruption) occurring during the Lease Term and with respect and to the extent to which it would be covered by the insurance required to be carried by Landlord and Tenant hereunder regardless of whether such insurance is actually carried. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property (or rental value or business interruption), the other party is liable to the first party with respect thereto or is obligated under this Lease to make replacement, repair or restoration or payment, then provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the second party's liability to the first party therefor, or shall be made available to the second party to pay for replacement, repair or restoration, as the case may be.

20.06 The waiver of subrogation or permission for release referred to in Section 20.04 above shall extend to the agents of each party and its and their employees. The releases provided for in Section 22.04 above shall likewise extend to such agents and employees, if and to the extent that such waiver or permission is effective as to them.

20.07 In the event Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, at the times and for the duration specified in this Lease, Landlord shall have the right but not the obligation at any time and from time to time, and after forty-eight (48) hours' notice to Tenant, to procure such insurance and/or pay the premiums for such insurance, in which event Tenant shall repay Landlord, immediately upon demand by Landlord, as Additional Rent, all sums so paid by Landlord together with interest thereon and any costs and expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of the Landlord under this Lease.

ARTICLE 21

LIENS

21.01 Tenant agrees to pay all sums of money with respect to any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant in or about the Premises which may be secured by any mechanic's, materialman's, or other lien against the Premises, or Landlord's interest therein, and will cause each such lien to be discharged by bond, payment or otherwise within ten (10) days after notice to Tenant by Landlord. However, Tenant shall not be responsible for any liens arising from work performed Landlord's Work. Landlord shall have the right to post and maintain on the Premises notices of nonresponsibility, as may be permitted by state law, and nothing in this Lease contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's or other lien law.

ARTICLE 22

TAXES

22.01 The term "Taxes" shall mean all taxes, assessments (including any assessment imposed by the community development district or community improvement district) and other taxes and charges in the same or like categories, levied, assessed or imposed at any time by any governmental authority, without limitation, any and all sums payable to any community development district, community improvement district, or other improvement district, authority or organization, (whether the same be state, town, school, county, village or otherwise) upon or against the Property and also any tax, assessment or charge levied, assessed or imposed at any time by any governmental authority in connection with the receipt of income or rents from the Property of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, including fees and expenses of Landlord's consultants for researching, reviewing, evaluating, contesting, appealing or negotiating with public authorities such taxes or assessments. If any real estate taxes are permitted to be paid in installments, then all references in this Article 22 to the dates on which real estate taxes are payable shall be deemed to refer to the dates on which the installments are payable. In addition, Tenant shall pay any tax payable on rentals paid by Tenant or received by Landlord under this Lease, including but not limited to any state and local sales or use tax levied upon the Rent payable by Tenant under this Lease. Notwithstanding anything herein to the contrary, Taxes shall not include any income taxes, any estate or inheritance tax or any transfer tax, mortgage tax or recording fee on the sale or mortgage of the Property.

22.02 Throughout the Term, Tenant shall pay monthly as Additional Rent Tenant's proportionate share of the Taxes ("Tenant's Proportionate Share of Taxes"). Tenant's Proportionate Share of Taxes shall be determined by multiplying total Taxes by a fraction, the numerator of which shall be the Gross Leasable Area of the Premises and the denominator of which shall be the Gross Leasable Area of the Property, as it exists from time to time; provided, however, that if the premises of any tenant within the Property is assessed as a separate tax parcel and the Taxes thereon directly paid by such tenant, then the Gross Leasable Area of such tenant shall be excluded from the denominator in computing Tenant's Proportionate Share of Taxes. Notwithstanding the foregoing, the parties agree that Tenant's Proportionate Share of Taxes for the first partial calendar year shall be estimated as set forth in Section 1.01(S). After the first calendar year, Landlord shall estimate Tenant's Proportionate Share of Taxes annually and Tenant covenants to pay one-twelfth (1/12th) of such estimated amount monthly, along with its monthly installment of Minimum Rent. After the costs for Taxes for the current year have been actually determined, an adjustment will be made, and Tenant shall either (i) pay any additional amount owed within ten (10) days after receipt of Landlord's written request, or (ii) shall be entitled to a credit against the monthly installments next becoming due, except that the overpaid amounts shall be refunded to Tenant if the overpayment occurs in the last year of

the Lease Term. Upon Tenant's request, Landlord shall provide Tenant a copy of all applicable tax statements comprising Taxes.

22.03 Intentionally omitted.

22.04 The Additional Rent payable hereunder shall be prorated for any partial year at the commencement or expiration of the Lease Term. Tenant's obligation to pay all Additional Rent under this Article 22 shall survive any expiration or termination of this Lease.

ARTICLE 23 HOLDING OVER

23.01 In the event of holding over by Tenant after the end of the Lease Term, the hold over shall be as a tenant at sufferance and not as a tenant at will. Without limitation of any right or remedy hereunder for a default by Tenant prior to or during the holdover period, Tenant shall pay Landlord, on demand, as Rent for the period of such hold over an amount equal to one hundred and twenty five percent (125%) of the Rent (including Minimum Rent, Percentage Rent and Additional Rent), which would have been payable by Tenant had the hold over period been a part of the Lease Term.

ARTICLE 24 QUIET POSSESSION

24.01 Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations under this Lease, Tenant, subject to the provisions hereof and to any ground leases, underlying leases and mortgages affecting the Property and any other matters affecting title to the Property, shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without interference by Landlord.

ARTICLE 25 ATTORNEYS' FEES

25.01 If Landlord or Tenant is the prevailing party in any litigation (including all appeals), any mediation or any arbitration arising out of this Lease:

- (A) If such litigation, mediation or arbitration involves the collection of rent, Landlord or Tenant shall be entitled to recover from Landlord or Tenant all costs incurred, including reasonable attorneys' fees actually incurred not to exceed fifteen percent (15%) of the amount of rent sought to be collected.
- (B) If such litigation, mediation or arbitration does not involve the collection of rent but instead involves the enforcement of other provisions of this Lease, Landlord or Tenant shall be entitled to recover from Landlord or Tenant all costs incurred (including reasonable attorneys' fees actually incurred).

ARTICLE 26 ASSIGNMENT AND SUBLETTING

26.01 Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or any estate or interest thereunder, and not to sublet or permit any subtenant to further underlet the Premises or any part or parts thereof, and not to permit any licensee therein (each of the foregoing an "Assignment"),

without the prior written consent of Landlord in each instance, which shall not be unreasonably withheld. An assignment shall be considered to include, without limitation, a sale, issuance, change or transfer of 25% or more of the ownership or control of Tenant or of any corporate entity, limited liability company or partnership which directly or indirectly controls Tenant. Consent by Landlord to one assignment of this Lease, or to one subletting of the leased Premises, shall not be a waiver of Landlord's rights under this Section 26.01 as to any subsequent Assignment. Landlord's rights to assign this Lease are, and shall remain, unqualified.

26.02 Any Assignment shall not relieve Tenant or any assignee from liability for payment of the Rent herein provided, or from the obligations herein provided, or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of Rent from any other person other than Tenant shall not be deemed a waiver of any of the provisions of this Article 26, or to be a consent to any Assignment.

26.03 Any references in this Lease to subtenants or licensees shall not confer, expressly or by implication, on Tenant the right to sublease or grant licenses or concessions without Landlord's prior written consent as hereinabove provided.

ARTICLE 27 SUBORDINATION

27.01 Tenant agrees that this Lease is and shall be subordinate to any mortgages or deeds to secure debt and to any underlying leasehold estates or other arrangement or right to possession that may now or hereafter be placed on or affect the Premises or the land of which the Premises are a part, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, modifications, consolidations, and extensions thereof (collectively, a "Mortgage") and that if the holder of any Mortgage succeeds to the interest of Landlord hereunder Tenant shall attorn to the holder of such Mortgage. The holder of any Mortgage may also elect that this Lease shall have priority over such Mortgage and upon notification by such holder to Tenant, this Lease shall be deemed to have priority over such Mortgage whether this Lease is dated prior to or subsequent to the date of such Mortgage.

ARTICLE 28 ESTOPPEL CERTIFICATES

28.01 Landlord and Tenant shall, within ten (10) days after written demand from the other party, execute an estoppel certificate (i) ratifying this Lease; (ii) expressing the Commencement Date and Expiration Date thereof; (iii) to the extent true at the time, certifying that this Lease is in full force and effect and has not been assigned, modified or supplemented (except as stated); (iv) to the extent true at the time, certifying that all conditions to be performed by Landlord have been satisfied (except as stated); (v) certifying that there are no defenses or set-offs (except as noted); (vi) expressing the date Minimum Rent commenced; and (vii) such other matters as may be reasonably requested by the requesting party.

ARTICLE 29 FINANCIAL STATEMENTS

29.01 Upon Landlord's written request from time to time, Tenant shall promptly furnish to Landlord financial statements outlining Tenant's then current financial condition. Such financial statements shall either be audited or certified as being true and correct for the period(s) and/or as of the date(s) indicated by the chief financial officer of Tenant. Landlord may not request these statements more than once per calendar year.

ARTICLE 30
UTILITIES AND TRAFFIC IMPACT FEES

30.01 Tenant shall place all utilities of all types in its name and shall pay same, along with all assessments pertaining to the Premises, including, but not limited to, water and sewer, natural gas, electricity, fire protection and trash removal for the Premises, or used by Tenant in connection therewith. If Tenant does not pay same, upon written notice from Landlord, Landlord may pay the same plus interest at the Default Rate and such payment shall be added to and treated as Additional Rent. Tenant covenants and agrees that at all times its use of any of the utilities shall not exceed the capacity of the mains, feeders, ducts and conduits bringing the same to the Premises or of the outlets, risers, wiring, piping duct work or other means of distribution of the utilities to or within the Premises.

30.02 Landlord is not responsible for any interruptions or curtailment in utility services due to safety or Landlord's alteration, repair or improvement of the Premises or the Property, or for any other interruptions or curtailment in utility services unless caused by the grossly negligent or willful act of Landlord or its agents or employees and if so caused, Landlord's sole liability shall be to use prompt and reasonable efforts to restore said utility.

30.03 Tenant shall be responsible for additional traffic impact fees due to Tenant's specific use of the Premises.

ARTICLE 31
ACCESS TO PREMISES

31.01 Landlord reserves the right to enter upon the Premises at reasonable hours and upon reasonable notice under the circumstances, whether or not during business hours, to inspect the same through its own personnel, agents, contractors or consultants, or to enforce any provision of this Lease, or to make or cause to be made such repairs, additions or alterations to the Premises or other property as Landlord may reasonably deem necessary, or to rectify any condition in the Premises adversely affecting other occupants of the Property, or to exhibit the Premises to prospective tenants, purchasers or others, to enter at any time in the event of an emergency, or upon prior reasonable notice to Tenant, or to display, during the last ninety (90) days of the Lease Term, without hindrance or molestation by Tenant, "For Rent" or similar signs on windows or doors in the Premises. If Tenant, its agents or employees shall not be present or shall not permit an entry into the Premises at any time when such entry shall be permissible, Landlord may use a master key (or master code, card or switch if Tenant's security system is other than conventional locks and keys), or, in the case of an emergency, forcibly enter the Premises.

ARTICLE 32
EMINENT DOMAIN

32.01 If all or substantially all of the Premises shall be taken by any government agency, public, or quasi-public authority or other entity under the power of eminent domain or similar legal taking, then the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and the Minimum Rent, Percentage Rent and Additional Rent shall be paid up to that day with a proportionate refund by Landlord of such Minimum Rent, Percentage Rent and Additional Rent as may have been paid in advance.

32.02 If one-ninth (1/9) or more of the floor area of the Premises shall be taken under eminent domain, Tenant shall have the right to terminate this Lease, or, subject to Landlord's right of termination as hereinafter set forth in this Article 32, to continue in possession of the remainder of the Premises, and

Tenant shall notify Landlord in writing of Tenant's election within ten (10) days after such taking. In the event Tenant does not elect to terminate this Lease, or less than one-ninth (1/9) of the floor area is taken, all the terms herein provided shall continue in effect, except that the Minimum Rent, Percentage Rent Breakpoint, Tenant's Proportionate Share of Insurance Costs, and Tenant's Proportionate Share of Taxes shall each be reduced accordingly, and (subject to the rights of any mortgagee or underlying landlord) Landlord shall, when the award is received by Landlord, at its own cost and expense, make all necessary repairs or alterations to the basic building, store front and interior structural work so as to constitute the remaining Premises a complete architectural unit. If more than one-ninth (1/9) of the floor area of the Premises shall be taken under power of eminent domain, or if the unexpired portion of the Lease Term shall be three (3) years or less at the date of taking of any portion of the Premises, Landlord may, by written notice to Tenant, delivered within thirty (30) days after the order taking said property, terminate this Lease, such termination to be effective on the specific or determinable date set forth in Landlord's notice.

32.03 All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee; provided, however, that Tenant shall, to the extent that same shall not reduce Landlord's award, be entitled to any award from the condemnor for Tenant's loss of business and depreciation to, and cost of removal of, Tenant's stock and fixtures.

ARTICLE 33 CASUALTY

33.01 Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises.

33.02 If (i) the Premises or the Building shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement thereof, and the proceeds of Landlord's insurance recovered or recoverable as a result thereof are insufficient to pay fully for the cost of replacement of the damage to the Building, or (ii) the Premises or the Building shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement thereof or as a result of a risk which is not covered by Landlord's insurance, or (iii) the Premises shall be damaged in whole or in part during the last six (6) months of the initial Lease Term or at any time during the Extension Term, then in any such event, if Landlord elects not to repair such damage, Landlord may terminate this Lease by notice given within ninety (90) days after such event and upon the date specified in such notice, which shall be not less than thirty (30) days nor more than (60) days after the giving of said notice, this Lease shall terminate, and Tenant shall vacate and surrender the Premises to Landlord. If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, then, a proportionate credit against Minimum, Additional, and Percentage Rent shall be allowed from the date when the damage occurred until the earlier of (i) the ninetieth (90th) day after Landlord has substantially completed the work required to rebuild and restore the Premises, as set forth in Section 33.03, (ii) the date Tenant shall have opened for business, or (iii) the date of termination by Landlord, in the event Landlord elects to terminate this Lease. Said proportion shall be computed on the basis of the ratio which the amount of floor space of the Premises rendered untenable bears to the total floor space of the Premises. Tenant shall promptly remove all of Tenant's salvageable inventory and moveable equipment, fixtures and other property from the Premises so that Landlord may effect repair or restoration of the Premises.

33.03 If this Lease shall not be terminated as provided in Section 33.02 hereof, Landlord shall, at its expense, repair or restore the Premises as herein provided with due diligence, subject to Force Majeure and insurance adjustment and this Lease shall continue in full force and effect except that the Rent (including Percentage Rent and all Additional Rent and other charges) shall abate during the period from

the casualty to the earlier of the date Tenant reopens for business within the Premises or ninety (90) days after the date that Landlord notifies Tenant that the Premises are ready for the commencement of Tenant's reconstruction, as hereinafter defined. For such restoration, Landlord's obligation shall be limited to restoring the Premises to substantially the condition delivered to Tenant by Landlord. Landlord shall not be obligated to restore Tenant's improvements and betterments, fixtures and equipment and merchandise. All insurance proceeds payable to Tenant shall be held in trust by Tenant and, upon the completion by Landlord of repair or restoration, Tenant shall prepare the Premises for occupancy by Tenant in the manner obtaining immediately prior to the damage or destruction in accordance with plans and specifications approved by Landlord. All work of restoration or repair by Tenant shall be subject to the provisions of Articles 14 and 43 hereof.

33.04 The "cost of replacement", as such term is used in Section 33.02 hereof, shall be determined by the company or companies selected by Landlord insuring Landlord against the casualty in question, or if there shall be no insurance, then, by an independent engineer selected and paid for by Landlord.

ARTICLE 34 TENANT DEFAULT AND REMEDIES

34.01 The occurrence of any one or more of the following events shall constitute an "Event of Default" by Tenant:

- (A) If Tenant shall fail to make any payment of Minimum Rent, Percentage Rent or any item of Additional Rent, or any other sum due and payable under this Lease (a "Monetary Default") when due; or
- (B) If Tenant shall default in the observance or performance of any of its covenants or obligations under this Lease (other than a Monetary Default), and shall not have cured such default within ten (10) days after written notice from Landlord of such default, or, if such default is of such a nature that it cannot be reasonably remedied within said ten (10) days, Tenant shall not (i) have promptly advised Landlord of Tenant's intention to institute all steps necessary to remedy such situation and (ii) promptly instituted and thereafter diligently prosecuted to completion all steps necessary to remedy the same within a reasonable time period from and after the date upon which such observance or performance is or was required, but in no event such time period shall not be more than seventy-five (75) days from and after the date upon which such observance or performance is or was require ; or
- (C) If Tenant shall fail to take occupancy of the Premises and timely open for business in accordance with Article 12 hereof; or
- (D) If any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the Lease Term would, by operation of law or otherwise, devolve upon or pass to any person or entity other than Tenant (except as set forth in Article 26); or
- (E) If the Premises shall become vacant, abandoned or deserted for a period of thirty (30) consecutive days, subject to Force Majeure; or
- (F) If Tenant shall be given three (3) notices of Monetary Default in any 12-month period, notwithstanding any subsequent cure of the failure to perform or observe the terms or conditions of the Lease as identified in such notices; or

- (G) If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Premises that is not discharged or bonded within forty (45) days.

34.02 Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights or remedies accruing to Landlord by law or otherwise; without any notice or demand:

- (A) Commence dispossession, eviction or forcible detainer proceedings with or without the termination of this Lease; or
- (B) Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Minimum Rent, Percentage Rent, Additional Rent, damages or otherwise; or
- (C) Terminate the Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay all damages Landlord may incur by reason of such default (including without limitation reimbursement of the Tenant Allowance, if any, and any broker commissions, if any, paid by Landlord, and any free rent or other concessions given by Landlord to Tenant) and the difference between the total of all Rent and other charges provided in this Lease for the remainder of the Lease Term and the reasonable rental value of the Premises for such period, such difference to be discounted to present value at a rate equal to four percent (4%) per annum. It is hereby acknowledged that any such amount required to be paid by Tenant is not a penalty but a reasonable pre-estimate of the damages which would be incurred by Landlord (which damages are impossible to calculate more precisely) and in that regard, constitutes liquidated damages with respect to such loss; or
- (D) With or without terminating this Lease, terminate Tenant's right of possession of the Premises and relet all or a portion of the Premises (either alone or together with additional space) on behalf of Tenant and receive directly the rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises and Tenant agrees to reimburse Landlord upon demand for any expenditures made by it for remodeling or repairing in order to relet the Premises and for all other expenses incurred in connection with such reletting, including brokerage commissions and attorneys' fees. Landlord (i) shall use commercially reasonable efforts to relet the Premises but shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for lease within the Property, (ii) shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space within the Property, and (iii) shall be entitled to consider the term, rental, use and the reputation, experience and financial standing of prospective tenants in evaluating a prospective reletting. Provided Landlord has used such commercially reasonable efforts, Landlord shall not be liable for any failure to relet the Premises, in whole or in part, nor for any failure to collect any rent due from any such reletting; or
- (E) Enter upon and take possession of the Premises, without being liable for prosecution of any claim for damages or for trespass or other tort. In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use any additions, alterations and improvements thereto. Landlord shall also have the right to remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration, or other legal process) all or any portion of such furniture, trade fixtures, equipment, and other personal property located thereon and place same in storage at any premises within the county in which the Premises is located. In such event, Tenant shall be liable to Landlord for the reasonable costs incurred by Landlord in connection with such removal and storage and shall

indemnify and hold Landlord harmless from all loss, damage, cost, reasonable expense, and liability in connection with such removal and storage; or

- (F) Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from Landlord's effecting compliance with Tenant's obligations under this Article 34, whether caused by the negligence of Landlord or otherwise; or
- (G) Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

34.03 No agreement to accept a surrender of the Premises and no act or omission by Landlord or Landlord's agents during the Lease Term shall constitute an acceptance or surrender of the Premises or a termination of this Lease unless made in writing and signed by Landlord. No re-entry or taking possession of the Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No custom or practice which may develop between the parties in connection with the terms of this Lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Lease, without written notice thereof to the other party. The receipt by Landlord of Minimum Rent and/or any items of Additional Rent or Percentage Rent, if any, with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Rent, Additional Rent or Percentage Rent, if any, herein stipulated shall be deemed to be other than on account of the earliest Minimum Rent, Additional Rent or Percentage Rent, if any, reserved hereby which is due and owing at the time such payment is received by Landlord. No endorsement or statement on any check or any letter accompanying any check or payment of any such Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to any remedy provided in this Lease.

34.04 In any judicial action arising in connection herewith, Tenant shall not assert any permissive counterclaims nor shall Tenant or Landlord demand a jury trial.

34.05 In computing damages or Rent due under this Article 34, the value of Percentage Rent for any period subsequent to the termination of this Lease or the termination of Tenant's right of possession shall be an amount per year equal to one-third of the total Percentage Rent paid by Tenant for the last three (3) full Lease Years immediately preceding such termination, and if less than three (3) full years shall have elapsed, such value shall be the amount per year equal to the average yearly Percentage Rent theretofore paid by Tenant.

34.06 No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. One or more waivers by Landlord of any default by Tenant hereunder shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE 35
SURRENDER

35.01 On the last day of the Lease Term (as same may be extended) or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good order, condition and repair, broom-clean, reasonable wear and tear excepted. All alterations, additions, improvements and fixtures, including, but not limited to, lighting fixtures and heating and/or air conditioning facilities, (other than Tenant's trade fixtures and signs), all hard-surface, bonded or adhesively affixed flooring and interior show-window bulkheads and platforms, shall remain on and be surrendered with the Premises as a part thereof at the expiration or sooner termination of this Lease and shall become the property of Landlord. On or before the last day of the Lease Term or the sooner termination thereof Tenant shall, at its own expense, remove its trade fixtures, personal property, inventory and signs from the Premises, and any such property not removed shall be deemed abandoned and Landlord may dispose of such property at Tenant's expense. Tenant shall promptly repair, at its expense, any damage occasioned or disclosed by removal of such trade fixtures, personal property and signs. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for payment of Rent, or to such place as Landlord may designate, and shall inform Landlord of the combinations on any locks and safes on the Premises and the security codes for any security systems affecting the Premises.

ARTICLE 36
RELEASE OF LANDLORD

36.01 The term "Landlord," as used herein, means only the owner or lessee of the Property, and in the event of any conveyance or conveyances of the Property, or of the Lease, the said Landlord shall be and hereby is entirely relieved and released of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreements between the parties or their successors in interest, or between the parties and the grantee, assignee or lessee, as the case may be, that the grantee or assignee or lessee has assumed and agreed to carry out any and all covenants of Landlord hereunder which accrued after the date of the conveyance or other transfer.

ARTICLE 37
LAYOUT OF PROPERTY

37.01 Landlord hereby reserves the absolute right, at any reasonable time and from time to time, upon prior notice to Tenant (except in the event of an emergency, in which event no notice shall be required) to make alterations, changes on, over or under, the Premises and the Building. Landlord further reserves the right to erect in connection with the construction thereof temporary scaffolds and other aids to construction or restoration of the exterior of the Building, provided that access to the Premises shall not be denied. Landlord reserves the right to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Property, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires on the side or rear walls of the Premises, provided that such use shall not encroach on the interior of the Premises. Tenant agrees to give Landlord access to the Premises for the purpose of this Article 37 and Landlord agrees to use its reasonable efforts to make such changes and repairs during hours in which the Premises is not open for business.

37.02 It is further understood and agreed by Tenant that any reference herein or elsewhere made to any exhibit setting forth the general layout of the Building, parking areas, drives, curb cuts and other improvements of any nature whatsoever, shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said exhibit shall remain as shown. Landlord hereby reserves the absolute right

to change, increase or reduce, from time to time, in any manner whatsoever, the walks, drives, Building and other improvements, means of ingress and egress, landscaped and parking areas, and to utilize all portions of the existing public areas for additional improvements, activities and enterprises of any nature whatsoever, and, from time to time, to make alterations thereof and additions thereto. It is understood that the roof and exterior walls of the Premises and the Common Areas of the Property have not been granted or leased to Tenant and do not comprise any part of the Premises.

ARTICLE 38 NOTICES

38.01 Any notice required to be given under this Lease shall be (i) sent by United States certified mail, postage prepaid, return receipt requested; (ii) by hand-delivery; (iii) by a nationally recognized overnight or same day courier service or (iv) email, and shall be addressed (a) if to Landlord, at the address provided in Section 1.01(A) for Landlord or at such other address as Landlord may designate by written notice and (b) if to Tenant, at the address provided in Section 1.01(A) for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery, except in the case of email, which shall be effective upon sending. If delivery is refused or cannot be made, then the notice shall be effective on mailing.

38.02 Tenant shall provide the phone number for the Premises to Landlord and promptly notify Landlord of any change in the phone number.

ARTICLE 39 GENERAL

39.01 This Lease does not create the relationship of principal and agent, or of a partnership, or of a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

39.02 The consent to or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not waive or render unnecessary Landlord's consent to or approval of any subsequent, similar act by Tenant.

39.03 The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided. Landlord's failure to bill for the full Rent due in accordance with the terms of this Lease shall not be deemed a waiver or release of Landlord's right at any time thereafter to bill for and collect the full Rent due. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Premises prior to the termination of this Lease and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

39.04 This Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease. This Lease may not be changed, modified, terminated or discharged,

in whole or in part, nor any of its provisions waived except by a written instrument which (i) expressly refers to this Lease, (ii) is executed by the party against whom enforcement of the change, modification, termination, discharge or waiver is sought and (iii) is permissible under all mortgages affecting the real property of which the Premises are a part and any underlying leases. No course of conduct shall constitute an amendment.

39.05 No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the Premises.

39.06 Communications or correspondence between Landlord and Tenant or the submission of this Lease or a summary of some of or all its provisions for examination to Tenant or Tenant's agents or attorneys does not constitute or imply an offer to lease, a reservation of space or option to lease the Premises, and this Lease shall have no binding effect until execution and delivery thereof by Landlord and Tenant and approval thereof by the holder(s) of any mortgage(s) on the Property.

39.07 The topical headings of the articles, paragraphs or clauses of this Lease are for convenience only, and do not define, limit or construe the contents of such articles, paragraphs or clauses.

39.08 Tenant shall not record this Lease or memorandum thereof without the written consent of Landlord.

39.09 Tenant hereby agrees that title to trade fixtures, furniture and equipment purchased and installed by Tenant, and all replacements thereof, shall, during the Lease Term, vest in Tenant, free and clear of any and all encumbrances, including chattel mortgages, conditional sales contracts, or other similar claim or lien.

39.10 If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

39.11 It is acknowledged and agreed that in the preparation of this Lease, indistinguishable contributions were made by representatives of both Landlord and Tenant and that Landlord and Tenant each waives any and all rights, either in law or in equity, to have this Lease or any part thereof interpreted in favor of one party over the other.

39.12 Tenant waives any right it might have to demand a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Premises, or to recover possession of the Premises for any reason whatsoever. Tenant further agrees not to interpose any non-compulsory counterclaim of whatever nature or description in any summary proceeding or action commenced by Landlord for non-payment of Rent or to recover possession of the Premises for any reason whatsoever.

39.13 If any work, including excavation, shall be done in or upon areas adjoining the Premises, Tenant shall, upon prior reasonable approval of Tenant, permit Landlord's designees to enter the Premises for the purpose of doing work deemed necessary to complete the job and to preserve the walls of the Premises and the Building, without any claim by Tenant for damages, constructive eviction or abatement of Rent.

39.14 Tenant expressly acknowledges that neither Landlord nor Landlord's agents has made or is making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, including but not limited to, with respect to the physical condition of the Property, rents, income to be derived by Tenant from the Premises, except to the extent that the same are expressly set forth in this Lease, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth in this Lease.

39.15 This Lease shall be governed in all respects by the laws of the State of Georgia. Tenant hereby specifically consents to jurisdiction in the State of Georgia in any action or proceeding arising out of this Lease and/or the use and occupation of the Premises. Tenant hereby agrees that, if any action is commenced by Landlord against Tenant in the State of Georgia, service of process may be made upon Tenant in such action by registered or certified mail, return receipt requested, addressed to Tenant at the address provided in Section 1.01(A) for Tenant or at such other address as Tenant shall designate by written notice. Such service shall be deemed effective on the date the notice is mailed.

39.16 Each party executing this Lease on behalf of Landlord and Tenant represents that he or she is duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, and that the execution and delivery of this Lease has been authorized by all necessary corporate or partnership action.

39.17 Tenant represents that, except for any local governmental licenses or approvals that may be required, it has all approvals and licenses necessary to operate for the Permitted Use within the Premises. Tenant agrees to provide to Landlord upon request reasonable evidence confirming the existence of such authority.

39.18 IT IS THE EXPRESS INTENT OF THE PARTIES THAT A LANDLORD/TENANT RELATIONSHIP IS ESTABLISHED BY THIS LEASE, THAT TENANT HAS A USUFRUCT PURSUANT TO THIS LEASE, AND THAT NO ESTATE FOR YEARS OR OTHER ESTATE SHALL PASS OUT OF LANDLORD AS A RESULT OF THIS LEASE.

39.19 This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. Execution and delivery of this Lease by electronic means (including, without limitation, facsimile transmission and transmission of a version of the document in Adobe Acrobat format by e-mail) shall serve to fully bind the party so executing and delivering such counterpart of this Lease.

39.20 Time is of the essence of this Lease.

39.21 Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant, its officers, agents, shareholders, directors or employees to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

39.22 The obligations of Landlord and Tenant under this Lease are subject to, and are wholly conditioned upon, the receipt by Landlord, within thirty (30) days after the date of execution hereof by Landlord, of the written approval of this Lease by Landlord's lenders (if any).

39.23 INTENTIONALLY OMITTED.

ARTICLE 40
FORCE MAJEURE

40.01 For purposes of this Lease, "Force Majeure" shall mean, during the Lease Term, or prior to the commencement thereof, any strike(s), lockout(s) or labor dispute(s); inability to obtain labor or materials, or reasonable substitutes; acts of God; governmental restrictions, regulations or controls; enemy or hostile governmental action or civil commotion; fire or other casualty; acts of terrorism; or other similar conditions beyond the reasonable control of the party obligated to perform. If Landlord or Tenant shall, as the result of any Force Majeure, fail punctually to perform any obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the obligated party, but only to the extent occasioned by such event. If any right or option of either party to take action under or with respect to this Lease is conditioned upon the same being exercised within any prescribed period of time or by a named date, then such prescribed period of time or named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the Force Majeure event. Notwithstanding anything herein contained, the provisions of this Article 40 shall not apply to, or determine the date of, commencement of or the continuance of Tenant's obligation to pay Rent or any other sums of money required to be paid by Tenant hereunder.

ARTICLE 41
BROKER

41.01 Tenant represents and warrants to Landlord that it neither consulted nor negotiated with any broker or finder with regard to the rental of the Premises from Landlord. Tenant agrees to indemnify and hold Landlord harmless from any liability, damages, costs and expenses suffered by Landlord by reason of any breach by Tenant of the foregoing representation.

ARTICLE 42
CONDOMINIUM PROVISIONS

42.01 Landlord, at any time after the date hereof, shall have the right to submit the Property to the condominium form of ownership (the Property, in such form of ownership, being herein sometimes called the "Condominium") in accordance with the provisions of O.C.G.A. 44-3-70, *et. seq.*, as the same may be amended from time to time, or any successor statute thereto, and any regulations promulgated thereunder as the same may from time to time be amended (collectively, the "Condominium Act"), by the recording of a declaration of condominium with the Clerk of the Superior Court of Macon-Bibb County, Georgia, and to amend the same from time to time (such declaration of condominium, as so amended from time to time and including any by-laws, rules and regulations and other documents and instruments with respect to the Condominium, being herein collectively called the "Condominium Declaration"). Subject to the terms of this Article 42, Tenant's interest under this Lease shall be subject and subordinate to the Condominium Declaration, and all of the terms, conditions and provisions thereof. In the event this Lease is so subjected to the Condominium Declaration, the Property shall be deemed to include, and consist of, all of the units of the Condominium created pursuant to the Condominium Declaration, as well as all the common elements of the Condominium (each such unit, together with the percentage interest of such unit in such common elements, being herein called a "Unit"). As used herein, (i) the term "Unit Owner", with respect to any Unit, shall mean the owner of such Unit (or, as the case may be, the lessee under any ground or underlying lease of such Unit), (ii) the term "Board" shall mean the board of directors of the Condominium (as such phrase "board of directors" is used or defined in the Condominium Act), and (iii) the term "Condominium Party" shall mean any of the Board and the Unit Owners.

42.02 Neither the creation of the Condominium, nor anything else contained in this Lease, shall be construed as requiring Landlord (or any other party) to keep the Condominium in effect during the Lease Term (or any portion thereof). If, at any time during the Lease Term after the creation thereof, the Condominium is terminated (whether pursuant to the Condominium Declaration or otherwise), then, notwithstanding such termination, this Lease shall continue in full force and effect between Landlord and Tenant upon all of the terms, conditions and covenants hereof (except for such terms, conditions and covenants as are expressly applicable only during the period(s) during the Lease Term that the Condominium is in effect).

42.03 If Landlord shall elect to create the Condominium, then, promptly after request therefor by Landlord, Tenant shall (a) cooperate with Landlord's reasonable requests in connection with Landlord's efforts to create the Condominium, provided same is at no cost or expense to Tenant and is consistent with the terms of this Lease (but taking into account the condominium form of ownership), and (b) execute any amendment to this Lease that is designed to implement the purposes and intent of the terms, conditions and covenants hereof, taking into account the condominium form of ownership, during the period that the Condominium is in effect (provided, that such amendment(s) are consistent with the terms of this Lease and, without limitation, do not (a) adversely affect, in more than a de minimis manner, any of Tenant's rights under this Lease, or (b) increase Tenant's obligations under this Lease in more than a de minimis manner).

ARTICLE 43 TENANT'S WORK

43.01 Tenant's Work. Tenant shall be responsible for the timely and lien-free completion of all of Tenant's Work in a good and workmanlike manner in conformity with Tenant's approved Plans and Specifications, this Lease and with all applicable governmental codes, statutes, rules and regulations. Tenant shall obtain at its sole cost and promptly thereafter furnish to Landlord, upon Landlord's reasonable request, all certificates and approvals with respect to Tenant's Work and Tenant shall obtain the certificate of occupancy for the Premises, so that such certificate of occupancy shall be issued and the Premises shall be ready for the opening of Tenant's business no later than the Commencement Date.

43.02 Tenant's Plans and Specifications. Within thirty (30) days after the execution of this Lease, Tenant shall submit drawings, plans and specifications ("Plans and Specifications") to Landlord showing, with respect to Tenant's Work, all aspects of such work (including without limitation, installations, fixtures and equipment). Once Tenant's Plans and Specifications are approved by Landlord, no deviations from the Tenant's Plans and Specifications shall be permitted without Landlord's prior written consent. It shall be Tenant's express responsibility to field-verify all dimensions and conditions described in any lease outline drawings or lease footprint provided to Tenant by Landlord prior to Tenant's construction. Tenant shall make any necessary adjustments to Tenant's final Plans and Specifications and shall notify Landlord within five (5) days of discovery of any discrepancy.

43.03 Permits and Approval. Within ten (10) days following the date of Landlord's approval of Tenant's Plans and Specifications, Tenant shall apply for, and thereafter diligently pursue, all permits and approvals from all the applicable governmental authorities required to perform the work to prepare the Premises for Tenant's initial occupancy as set forth in Tenant's Plans and Specifications (the "Permits and Approvals"). If Tenant does not obtain the Permits and Approvals within the later of sixty (60) days after Landlord's approval of the Plans and Specifications or ninety (90) days prior to the Delivery of Possession, Landlord shall have the option, but not the obligation, to obtain the Permits and Approvals on Tenant's behalf, but at Tenant's cost and expense. If Tenant (or Landlord, if Landlord elects to obtain the Permits and Approvals on Tenant's behalf) does not obtain the Permits and Approvals within one hundred fifty

(150) days following the date of Landlord's approval of Tenant's Plans and Specifications, Landlord may, by written notice to Tenant given at any time before Tenant obtains the Permits and Approvals, terminate this Lease, in which event it shall become null and void, and neither party shall have any further obligations hereunder.

43.04 Construction Signs. If requested by Landlord, Tenant will allow a two (2) foot space across the entire side and front of Tenant's construction barricade for Landlord's corporate identification statement. Tenant's barricade signage is subject to Landlord's reasonable approval.

43.05 INTENTIONALLY OMITTED.

ARTICLE 44 LANDLORD'S WORK

44.01 Landlord's Work. Landlord shall perform the work described as Landlord's Work in Exhibit C per the Landlord's plans and specifications, at Landlord's cost and expense. Acceptance of possession of the Premises by Tenant shall be conclusive evidence that Landlord's Work has been fully performed as of the Delivery of Possession in the manner required except for punch list items as hereinafter provided. Any items of Landlord's Work which are not completed as of Delivery of Possession shall be identified by Tenant on a punch list to be submitted to Landlord within ten (10) days after such delivery and Landlord shall thereafter complete the same. Any items of Landlord's Work which are not timely identified on such punch list shall be deemed completed unless the parties agree otherwise. Minor discrepancies between the as-built condition and Landlord's plans and specifications are not punch list items.

44.02 Delivery of Possession. If Landlord is unable to deliver possession of the Premises because of delays in the substantial completion of Landlord's Work, or for any other reason including, without limitation, the holding over of any prior tenant in the Premises, Landlord shall not be subject to any liability for the failure to deliver possession of the Premises, the validity of this Lease shall not be impaired under such circumstances, nor shall same be construed in any wise to extend the Lease Term. Notwithstanding the above, except for any Force Majeure delays, if Landlord is unable to delivery possession of the Premises to Tenant within six (6) months after the anticipated Delivery of Possession, Tenant may elect to terminate this Lease upon thirty (30) days written notice. In the event that Landlord is able to substantially complete Landlord's Work and deliver the Premises to Tenant within such thirty (30) day period, Tenant's termination notice shall be null and void and Tenant shall take delivery of the Premises.

ARTICLE 45 COVENANTS TO BIND SUCCESSORS

45.01 It is agreed that the provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

ARTICLE 46 DRY STORAGE SPACE

46.01 Tenant acknowledges and agrees that the portion of the Premises consisting of approximately 98 square feet of dry storage space located on the south side of the building may encroach on the public right of way of the City, County and or other governmental body. Tenant acknowledges that any force removal of improvements, fines or enjoinder from the use of sch dry storage area shall be at Tenant's sole risk and expense and that Tenant shall defend, indemnify and save harmless Landlord and

the Landlord Indemnified Parties against all costs, damages or claims, whether for personal injury or property damage arising to or related to such dry storage area or Tenant's inability to use such area. Tenant shall, at its own expense, defend all actions brought against Landlord, its agents or employees for which Tenant is responsible for indemnification hereunder, and if Tenant fails to do so, Landlord (at its option, but without being obligated to do so) may, at the cost and expense of Tenant and upon notice to Tenant, defend such actions, and Tenant shall pay and discharge any and all judgments that arise therefrom. Notwithstanding anything to the contrary herein, Tenant accepts such area and its encroachments "AS-IS" and holds landlord harmless from any covenants or warranty in this Lease that conflicts with such area not being owned by Landlord or not having a right to use such area.

ARTICLE 47
INTENTIONALLY OMITTED

47.01 INTENTIONALLY OMITTED.

ARTICLE 48
LANDLORD'S LIABILITY

48.01 IF LANDLORD SHALL BE IN DEFAULT UNDER THIS LEASE, AND AS A CONSEQUENCE OF SUCH DEFAULT, TENANT SHALL RECOVER A JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT SHALL BE SATISFIED ONLY OUT OF THE RIGHT, TITLE AND INTEREST OF LANDLORD IN THE PROPERTY, AS THE SAME MAY BE ENCUMBERED, AND NEITHER LANDLORD NOR ANY PERSON OR ENTITY COMPRISING LANDLORD SHALL BE LIABLE FOR ANY DEFICIENCY. IN NO EVENT SHALL TENANT HAVE THE RIGHT TO LEVY EXECUTION AGAINST ANY PROPERTY OF LANDLORD, NOR ANY PERSON OR ENTITY COMPRISING LANDLORD, OTHER THAN ITS INTEREST IN THE PROPERTY AS HEREIN EXPRESSLY PROVIDED. THIS PROVISION IS NOT INTENDED TO BE A MEASURE OR AGREED AMOUNT OF LANDLORD'S LIABILITY WITH RESPECT TO ANY PARTICULAR BREACH, AND SHALL NOT BE UTILIZED BY ANY COURT OR OTHERWISE FOR THE PURPOSE OF DETERMINING ANY LIABILITY OF LANDLORD HEREUNDER, EXCEPT ONLY AS A MAXIMUM AMOUNT NOT TO BE EXCEEDED IN ANY EVENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

LANDLORD:

Macon HD 1 LLC,
a Georgia limited liability company

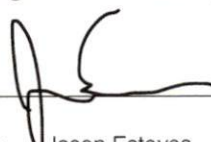
By: 

Name: Ryan Sanders

Title: Member/Authorized Signatory

TENANT:

FBC Macon, LLC,
a Georgia limited liability company

By: 

Name: Jason Esteves

Title: Member/Authorized Signatory

EXHIBIT A

BUILDING (Existing)



EXHIBIT B
PROHIBITED USES AND RESTRICTIONS

Tenant shall not use or permit the Premises to be used for any of the following:

1. An operation of a large scale amusement gallery or park, carnival, circus, video game room, poolroom or billiard hall, bingo parlor, flea market, pawn shop, shooting gallery, or gun range; provided that the foregoing shall not be deemed to limit or restrict the operation of pinball machines or video or other similar coin operated amusement machines which are consistent with the operation of a first-class property or with family-style entertainment facilities located on or near any portion of the Property.
2. An operation whose principal use is as a massage parlor (except that this prohibition shall not prohibit day spas or an upscale health club), topless club or "strip joint".
3. A veterinary hospital or animal raising or boarding facilities.
4. A funeral home, mortuary or similar establishment.
5. An establishment that stocks, displays, sells, rents or offers for sale, exhibition or rent any (i) nudity or "adult material", or pornographic material, as determined by community standards for the area in which the Property is located (but including stores in which at least 10% of the inventory is not available for sale or rental to children under seventeen (17) years old because such inventory explicitly deals with or depicts human sexuality) or (ii) any merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including without limitation, any hashish pipe, waterpipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips.
6. A tattoo parlor or "head" shop.
7. A gambling or gaming facility or operation, including but not limited to, off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; bingo hall; or check-cashing facility.
8. A mobile home park, trailer court, labor camp, junk yard, or stock yard.
9. The sale, lease or display of new or used automobiles, trucks, trailers, boats or recreational vehicles, any automotive maintenance, repair or service, body shop operation, tire store, auto parts sale or installation or any car wash.
10. A gas or service station.
11. Any use that is illegal, dangerous or constitutes a public or private nuisance.
12. A warehouse, storage or for any assembling, manufacturing, distilling, refining, smelting, rendering, agricultural or mining operation (including drilling for and/or removal of subsurface substances).
13. A church, temple, synagogue or other place of worship, library, reading room, school, day care center or related religious or educational or training facility or employment agency, including but not limited to, beauty schools, barber colleges, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, that this prohibition shall not be applicable to on-site employee or customer training by an occupant incidental to the conduct of its business at the

Property or the establishment of a library or reading room as an incidental amenity to any use not otherwise prohibited hereunder.

14. A "second-hand" store whose principal business is selling used or defective merchandise, specifically including any thrift shops, salvation army-type stores, "goodwill" type stores, and similar businesses, or any surplus store or facility selling new or used merchandise as a wholesale operation, a liquidation operation, odd lots, lot sales, factory close-outs or imperfect goods.

15. A landfill or garbage dump.

16. A central laundry, dry cleaning plant, or laundromat; provided, however, that this prohibition shall not be applicable to any laundry facility that does not involve dry cleaning operated incidentally to any use not otherwise prohibited hereunder (such as laundry rooms within a residential or hotel facility).

17. Any use which emits a noise, sound, vibration or obnoxious odor which can be heard, smelled or felt outside of the Premises.

18. The emission of microwave, radio wave, or other similar electronic, light or noise radiation at levels which are dangerous to health or which interfere with the proper operation of electronic, telephone, computer or other business equipment of the owners, tenants or other occupants of the Property.

19. Any use that results in dust, dirt or fly ash in excessive quantities.

20. Any use that results in unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.

21. Any fire, going out of business, relocation, bankruptcy (unless pursuant to a court order) or similar sales or any auction house activities.

22. Any office for providing motor vehicle registrations or driver license tests or renewals.

23. Any purposes that is not permitted by applicable zoning regulations.

24. Any sale of live animals.

EXHIBIT C
DESCRIPTION OF LANDLORD'S AND TENANT'S WORK

DESCRIPTION OF LANDLORD'S WORK

These specifications are prepared to aid Tenant in the coordination and approval of Tenant's improvement plan. Tenant should refer to the building floor plans and confirm all measurements and as-built conditions by visual and physical inspection of the Premises before starting construction. In cases where these specifications are in conflict with Landlord's completed building plans or completed buildings, information contained in the building plans or completed buildings shall take precedence over these requirements.

Landlord shall, at Landlord's sole cost and expense, furnish all labor, materials, permits and improvements necessary to complete, in a good and workmanlike manner the work described below:

Landlord shall deliver the Unit in a finished condition, including all plumbing, electrical service, including low voltage service, HVAC, sewer and water service, gas, interior walls, flooring, ceiling treatment, lighting, grease trap, fire sprinkler, and bathrooms, in accordance with a construction plan mutually agreed upon by Landlord and Tenant. Tenant shall engage a licensed, registered architect in the State of Georgia to complete all required design and working drawings related to Landlord's work.

DESCRIPTION OF TENANT'S WORK

Tenant agrees, at its sole cost and expense, to complete the build-out of the Premises in accordance with Tenant's Plans and Specifications, which shall include the modification of the storefront, painting of interior walls, and installation of Tenant's fixtures and equipment.

EXHIBIT D
GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") made and entered into this 5th day of August, 2024, by Jason Esteves ("Guarantor"), to and for the benefit of Macon HD 1 LLC, a Georgia limited liability company ("Landlord").

WITNESSETH:

WHEREAS, Landlord and FBC Macon, LLC, a Georgia limited liability company, as Tenant ("Tenant") propose to enter into a certain Lease Agreement dated August 5, 2024 (the "Lease") pursuant to which Tenant shall lease approximately 2,756 square feet of space located on the first floor of the building in which the Premises is located is known as "Washington Lofts" located 608 Mulberry St, Macon, GA 31201 (the "Premises"); and

WHEREAS, Guarantor is desirous that Landlord make and enter into the Lease with Tenant; and

WHEREAS, Landlord requires as a condition to its execution of the Lease that Guarantor guarantees the full performance of the obligations of Tenant under the Lease;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the execution of the Lease by Landlord and for other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged by Guarantor, Guarantor does hereby agree as follows:

1. **Guaranty** - Guarantor hereby unconditionally guarantees the full, faithful and punctual performance of each and all of the terms, covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in accordance with and within the time prescribed by the Lease, including, without limitation, the payment of all Minimum Rent, Additional Rent, Tenant's Operating Cost Contribution, Tax and Insurance payments, any Security Deposit, all other charges accruing under the Lease, any damages owed Landlord in the event Tenant defaults under the Lease, together with interest on all of the foregoing as provided in the Lease, and all other costs and expenses of collection, including, without limitation, actual attorneys' fees in an amount not to exceed fifteen percent (15%) of all amounts owing under the Lease (all of the foregoing sometimes hereinafter referred to as the "Obligations"). Guarantor does hereby agree that if all or any part of the Obligations are not paid or performed by Tenant pursuant to the terms and conditions of the Lease, Guarantor will immediately make such payments to Landlord or perform such Obligations. Anything contained herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any Security Deposit or other credit in favor of the Tenant may be applied to cure any Tenant default or offset any damages incurred by Landlord under the Lease, as Landlord determines in its sole and absolute discretion, and Landlord shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Landlord against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit or credit, or Landlord's application thereof.

2. **Discharge** - This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding (i) any extension, modification, amendment or alteration of the Lease, (ii) any assignment of the Lease or sublease of the Premises, with or without the consent of Landlord, (iii) any release, extension or modification of the liability of Tenant or any other party liable under the Lease or any other guaranty of the Lease, (iv) any dissolution or liquidation of Tenant or change in the composition of the partners of Tenant. No such extension, modification, amendment, alteration or assignment of the Lease, sublease of the Premises, release, extension, or modification of liability of Tenant or other liable party, dissolution or liquidation of Tenant or change in the composition of partners of Tenant, and no other agreements or releases between Landlord and Tenant or between Landlord and any other party liable under the Lease or any other guaranty of the Lease (with or without notice to or knowledge of Guarantor) shall in any manner release or discharge Guarantor; and Guarantor does hereby consent to any such extension, modification, amendment, alteration, release or assignment of the Lease, sublease of the Premises, dissolution or liquidation of Tenant or change in the composition of partners of Tenant. This Guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor. This Guaranty shall apply to the Lease as it may be amended and modified from time to time, whether or not Guarantor expressly consents to such modifications, Guarantor hereby consenting to such modifications in advance.

Notwithstanding the foregoing, this Guaranty shall terminate and be of no further force or effect upon the expiration of sixty (60) months from the Commencement Date of the Lease, provided that there has been no default of the Lease during such sixty (60) month period. In the event of any such default during the sixty (60) month period, this Guaranty shall continue in full force and effect as provided herein.

3. **Unchanged by Bankruptcy** - This Guaranty will continue unchanged notwithstanding any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof, any discharge of Tenant or any successor or assignee pursuant thereto or by any disaffirmance or abandonment by a trustee or Tenant. If any payment by Tenant is held to constitute a preference under any applicable bankruptcy or similar law or for any reason Landlord is required to refund any sums to Tenant, Guarantor shall remain liable for the amounts refunded by Landlord to Tenant.

4. **Transfer or Assignment** - Landlord may without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder.

5. **Primarily Liable** - This Guaranty is a guaranty of payment and not of collection. The liability of Guarantor under this Guaranty shall be primary and direct and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Tenant or any other party liable under the Lease or any other guaranty of the Lease.

6. **Default** - In the event of a default by Tenant under the Lease, Landlord shall have the right to enforce its rights, powers and remedies under the Lease, any other guaranty of the Lease, and under this Guaranty and all rights, powers and remedies available to Landlord shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, any other guaranty of the Lease or under this Guaranty or by law or in equity. The obligations of Guarantor hereunder are independent of the obligations of Tenant or any other guarantor, and Landlord may proceed directly to enforce all rights under this Guaranty without proceeding against or joining Tenant, any other guarantor or any other person or entity. Guarantor hereby authorizes and empowers Landlord upon a default by Tenant under the Lease, at its sole discretion and without notice to Guarantor, to exercise any right or remedy which Landlord may have under the Lease and Guarantor shall be liable to Landlord for any deficiency resulting from the exercise by it of any such remedy, even though any right which Guarantor may have against Tenant or others may be lost or diminished by exercise of any such remedy. Until all of the Obligations have been performed and paid in full, Guarantor shall have no right of subrogation to Landlord and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

7. **Proceeds** - Guarantor hereby authorizes Landlord, without notice to Guarantor, to apply all payments and credits received from Tenant or realized from any personal property of Tenant on the Premises in such manner and in such priority as Landlord in its sole judgment shall see fit to the Obligations which are the subject of this Guaranty.

8. **Binding on Successors** - Guarantor's obligations hereunder shall not be assigned or delegated but this Guaranty shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor. Landlord may, without notice, assign this Guaranty in whole or in part, and/or may assign all or any part of its interest in the Lease, and, in such event, each and every successive assignee of the Lease and/or this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein.

9. **Waivers** - Guarantor expressly waives and agrees not to assert or take advantage of: (a) the defense of the statute of limitations in any action hereunder or in any action for collection of the Obligations, (b) any defense that may arise by reason of the failure of Landlord to file or enforce a claim against Guarantor in bankruptcy or any other proceeding, (c) any defense based on the failure of Landlord to give notice of the creation, existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the Obligations, (d) any defense based on any duty on the part of Landlord to disclose to Guarantor any facts they may know or hereinafter acquire regarding Tenant, (e) any defense based on lack of diligence on the part of Landlord in the collection of any and all of the Obligations, (f) demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, and any and all other notices or demands to which Guarantor might otherwise be entitled by law, (g) any defense arising from the extinguishment of the Obligations by an act of Landlord without the consent of Guarantor, (h) any defense arising from any release or compounding with any other guarantor without the consent of the Guarantor, (i) any defense relating to any change in the nature or terms of the Obligations without the consent of Guarantor, (j) any defense arising from any act of Landlord that injures Guarantor or expose Guarantor to increased risk, and/or (k) any defense arising from Landlord's failure to commence an action against Tenant (whether pursuant to Official Code of Georgia Annotated sections 10-7-23 or 10-7-24 or otherwise).

10. **Choice of Law; Consent to Jurisdiction** - Guarantor acknowledges and agrees that this Guaranty shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia. Guarantor hereby consents to personal jurisdiction in the State of Georgia for the enforcement of this Guaranty and hereby waives any and all claims of rights under the laws of the State of Georgia or of the United States or of any other state or country, to object to jurisdiction within the State of Georgia for the purpose of litigation to enforce this Guaranty. In the event such litigation is commenced, Guarantor

agrees that service of process may be made and personal jurisdiction obtained over Guarantor by serving a copy of the summons and complaint upon Guarantor by a generally recognized courier service (e.g., Federal Express, UPS or DHL) at the address set forth below Guarantor's signature or any other address notice of which is provided by Guarantor to Landlord. Nothing contained herein, however, shall prevent the Landlord from bringing any action or exercising any rights against Guarantor personally, or against any property of Guarantor, within any other county, state or country. The means of obtaining personal jurisdiction and perfecting service of process set forth above are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the State of Georgia, the United States or any other state or country.

11. Financial Statements; Estoppel Certificates - Guarantor shall from time to time, but not more than once per calendar year, within thirty (30) days after written request from Landlord, make available to Landlord and any prospective purchaser or lender of Landlord, audited financial statements for the two most recently completed fiscal years of Guarantor (or if Guarantor's financial statements are not audited, copies of such financial statements certified as being true and correct by or on behalf of Guarantor). Guarantor further agrees from time to time to provide Landlord and any prospective purchaser or lender dealing with Landlord, a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified stating such modification) and such further information as such prospective purchaser or lender may reasonably request. Guarantor agrees that any such certificate may be relied upon by anyone purchasing the property that is the subject of the Lease or making any loan secured by such property.

12. Representations - Guarantor hereby represents and warrants that:

- (a) Guarantor is not in default under any agreement to which Guarantor is a party, the effect of which will impair performance by Guarantor of the Obligations;
- (b) There are no actions, suits or proceedings pending or threatened against Guarantor before any court or any governmental, administrative, regulatory, adjudicatory or arbitral body or agency of any kind that will affect performance by Guarantor of the Obligations; and
- (c) Neither this Guaranty nor any document, financial statement, credit information, certificate or statement heretofore furnished or required herein to be furnished to Landlord by Guarantor contains any untrue statement of facts or omits to state a fact material to this Guaranty as of the date of this Guaranty.
- (d) If Guarantor is not an individual, the execution and delivery of this Guaranty has been authorized by all necessary corporate, partnership or other action and the party executing this Guaranty on behalf of Guarantor has the authority to bind Guarantor.

13. Notices - Any notice, demand or document required or permitted to be delivered by this Guaranty or the Lease shall be deemed to be delivered (whether or not actually received) when delivered personally or when delivered by a generally recognized courier service (e.g., Federal Express, UPS or DHL), at the address set forth below Guarantor's signature or any other address notice of which is provided by Guarantor to Landlord.

14. Miscellaneous - The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty shall not extend beyond such provision or circumstances, and no other provision of this instrument shall be affected thereby. This provision shall control every other provision of this Guaranty. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The paragraph headings used in this Guaranty are for suggestive purposes only and are not intended to be an accurate or comprehensive summary of the terms and provisions of this Guaranty. All capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Lease. Time is of the essence of this Guaranty. The liability of Guarantor hereunder shall be joint and several with the liability of any other guarantor of the Lease and with the liability of any other party liable under the Lease. This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord except by a writing signed by Landlord.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, Guarantor has hereunder caused this Guaranty to be executed under seal and delivered to Landlord the day and year first above written.

WITNESSES:

Witness

Signature

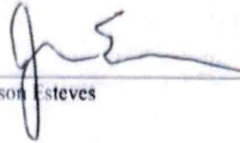
Print

Witness:

Signature

Print

GUARANTOR:


Jason Esteves

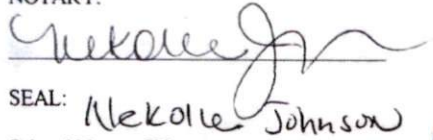
Address:
2275 MARIETTA BLVD NW
STE 270-180
ATLANTA, GA, 30318

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 9 day of Aug, 2024, by Jason Esteves, who is personally known to me.

NOTARY:



SEAL:

Printed Name of Notary
Commission No. and Expiration Date

12/15/2026



Nekolle Johnson
NOTARY PUBLIC
Fulton County, Georgia
My Commission Expires
December 15, 2026

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

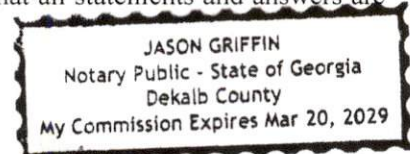
Agent's Signature: [Signature] Date: 7/10/25

Business Name: FBC Macon LLC dba Flying Biscuit Cafe Macon

I hereby certify that Jason Esteves (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 10 day of July, 2025.

[Signature]
Notary Public



3/20/29

My Commission Expires

Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: [Signature] Date: 7/10/25
(If different from Agent)

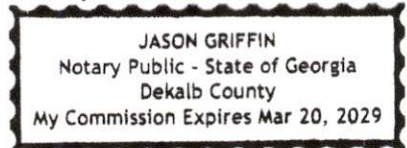
Title: Co-Owner

Business Name: FBC Macon LLC dba Flying Biscuit Cafe Macon

I hereby certify that Jason Esteves (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 10 day of July, 2025.

[Signature]
Notary Public



3/20/29

My Commission Expires

Agent Certification

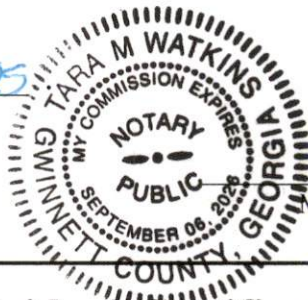
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: Ariel Esteves Date: 7/14/2025

Business Name: FBC Macon LLC

I hereby certify that Ariel Esteves (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14th day of July, 2025
[Signature]
 Notary Public



9/6/26
 My Commission Expires

Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

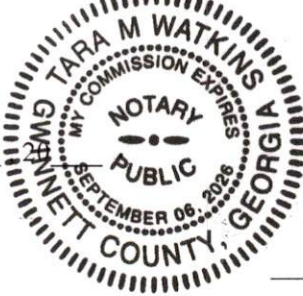
Individual/Owner's Signature: Ariel Esteves Date: 7/14/2025
 (If different from Agent)

Title: Owner

Business Name: FBC Macon LLC

I hereby certify that Ariel Esteves (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14th day of July 2025
[Signature]
 Notary Public



Spt 06 2026
 My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name:FBC Macon LLC**Business Address:**588 Mulberry Street Macon GA 31201**Instructions:**

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Arnell G. Stevens
Applicant/Agent Signature

7/14/2025
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name:

FBC Macon LLC

Business Address:

588 Mulberry Street Macon GA 31201

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Code Enforcement Department Designee

Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

Aniel G. Steens
Applicant/Agent Signature

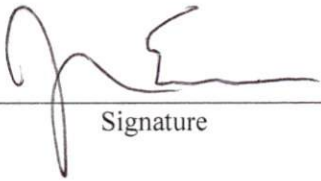
7/14/2025
Date

Applicant Privacy Rights Notification Signature Form

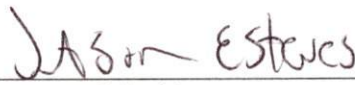
Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

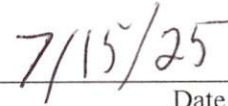
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature



Print Name



Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Ariel Esteves

Signature

Ariel Esteves

Print Name

7/14/2025

Date



Alcohol License Questionnaire

Name of Business: FBC Macon LLC
 Owner's Name: Ariel Esteves
 Address: 588 Mulberry Street
Macon GA 31201

1. Do you own or are you leasing your business location? Own ☒ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ N/A
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
- Please circle one: Relation, see below ☒ No Relation
-
-
4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Ariel Esteves
 Signature

Ariel Esteves
 Print Name

7/14/2025
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: FBC Macon LLC

Business Address: 588 Mulberry Street Macon GA 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

Ariel Gistens
Applicant/Agent Signature

7/14/2025
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: JASON ESTEVES, Co-owner
2. Name of the subject of this Certificate, if different from the applicant:
~~REDACTED~~
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

FBC Columbus, Inc.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

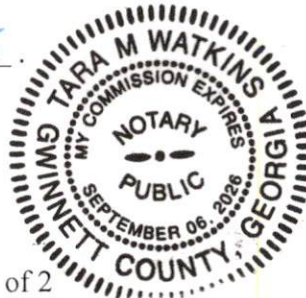
JASON ESTEVES
Print and Sign Name

Sworn to and subscribed before me this

14th day of July, 20 25.

[Signature]
Notary Public

My Commission Expires: 9/6/26



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ariel Esteves, Co-owner
 2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

FBC Columbus, Inc.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Ariel Esteves, Ariel Esteves
 Print and Sign Name

Sworn to and subscribed before me this

14th day of July, 2025.

Notary Public

My Commission Expires:

9/16/26



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the ^{building owner} applicant: Ant Estates Macon HD 1, LLC
2. Name of the subject of this Certificate, if different from the applicant:
MACON HD 1, LLC
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

N/A

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Ryan Sanders on behalf of Macon HD 1, LLC

Print and Sign Name

Sworn to and subscribed before me this
2 day of July, 2025.

Meghan A. Walker

Notary Public

My commission expires:



Rev. April 2022
See O-22-0011



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Ariel Esteves – Fingerprints Completed: 07.17.2025
 Jason Esteves – Fingerprints Completed: 07.18.2025

Business Name: FBC Macon LLC dba Flying Biscuit Cafe Macon

Business Address: 855 Mulberry Street, Macon, GA 31201

DocuSigned by:		
After investigation, I recommend that the license requested herein be: 7/25/2025		
Granted	Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414...	Date
	Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	Mayor, Macon-Bibb County, Georgia	Date
Denied	Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied	Clerk of the Macon-Bibb County Commission, Georgia	Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/14/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 19, 2025 PRE-COMMISSION AGENDA



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	*Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 1500 Alcohol License Fees + \$400 Application Fee = \$ 1900

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership... Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity... Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 33-4318007 State Tax ID#: 309053916
 Business Name: A 1 stop Corporate and Trade Name: QUICK STOP 2025 INC
 Local Business Address: 2700 Riverside Dr, macon, GA, 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 2700 Riverside Dr, macon, GA, 31204
Street Address (City State Zip)
 Local Business Phone #: _____ Email Address: qstop202@gmail.com
 Contact Person: Lilaben Patel Contact Phone #: 229-364-4232

AGENT

Agent's Name: Lilaben Patel Agent's Title: owner
 Date of Birth: _____ Social Security Number: _____
 Home Address: 124 Umiya Nagar Cir City: macon State: GA Zip: 31206
 Home Phone #: 229-364-4232 Email: qstop202@gmail.com
 Mailing Address: 2700 Riverside Dr City: macon State: GA Zip: 31204

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the macon bibb County Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via: _____

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	<u>Lilaben N. Patel</u>		
Address	<u>124 Umlye Nagar Cir, Macon, GA, 31206</u>		
Sex	Race	Date of Birth	Social Security Number
<u>F</u>	<u>Asian</u>		

This authorization is valid for 180 days from date of signature.

I, Lilaben Patel give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

L.N. Patel _____ 6-18-25
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

Date of Inquiry: _____ Time of Inquiry: _____ Operator's initials: _____

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title _____

Date _____

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ✓ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: A 1 Stop

Printed Name of Applicant: Lilaben Patel

*Signature of Applicant: L.N. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 18 DAY OF June, 2025.

[Signature]
 NOTARY PUBLIC

February 1st, 2026
 MY COMMISSION EXPIRES



MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages Packaged to Go Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: LILABEN PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2700 RIVERSIDE DRIVE, MACON, GA 31204

BUSINESS NAME: A1 STOP (QUICK STOP 2025 INC.)

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Not Applicable ☒ X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☒ X Comply ☐ , but does not comply with other restrictions
☐ Not Applicable

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.
☐ Comply ☐ Does Not Comply ☒ X Not Applicable

By: John W. Hayes
 John W. Hayes, Macon-Bibb County Engineer

Date: 6/2/25

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

A-1 Stop (Quick Stop 2025 Inc.)
 #2700 Riverside Drive
 2,900' — SCHOOL GROUND property line
 Northwoods Academy
 3,100' — SCHOOL BUILDING
 Northwoods Academy
 10,300' — COLLEGE CAMPUS property line
 Miller-Mott Technical College
 16,350' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 10,400' — PUBLIC LIBRARY or BRANCH building
 Riverside Branch
 9,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Northside Senior Village
 2,600' — CHURCH (building)
 Riverside United Methodist Church
 2,350' — CHURCH GROUNDS
 Riverside United Methodist Church
 5,550' — M-B COUNTY RECREATION CENTER property
 Theron Usery Park Community Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Gas Station"

OK!
 Paul J. Hornowski
 May 30, 2025

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
154373	665243	Print Legal Ad-IPL02352010 - IPL0235201		1	28 L

Attention: Lilaben Patel

Quick stop 2025 inc
2700 riverside dr
Macon, GA 31204

Qstop202@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer and wine

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 1, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as A1stop, 2700 riverside dr macon,ga 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 28, 2025. Lilaben patel, Applicant
IPL0235201
May 25, Jun 1 2025

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:
05/25/25, 06/01/25

By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 12th day of June in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



ZONING COMPLIANCE

PERMIT NO: ZC-2025-1408	PERMIT TYPE: Permitted Use	DATE ISSUED: 05/21/2025
PARCEL NO: O0540164	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Lilaben Patel	
	Quick stop 2025 inc	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	2700 RIVERSIDE DR	
PROPERTY OWNER'S NAME:	JVR INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change of ownership of a convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 05/21/2026

APPROVED BY: *Maryam Yarabmadi*

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **Quick Stop 2025 Inc**

Control Number: **25060892**

Business Type: **Domestic Profit Corporation**

Business Status: **Active/Compliance**

NAICS Code: **Retail Trade**

NAICS Sub Code: **Gasoline Stations with Convenience Stores**

Principal Office Address: **2700 Riverside Dr,
Macon, GA, 31204, USA**

Date of Formation /
Registration Date: **3/25/2025**

State of Formation: **Georgia**

Last Annual Registration
Year: **NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Lilaben Patel**

Physical Address: **124 Umiya Nagar Cir, Macon, GA, 31206, USA**

County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Control Number : 25060892

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

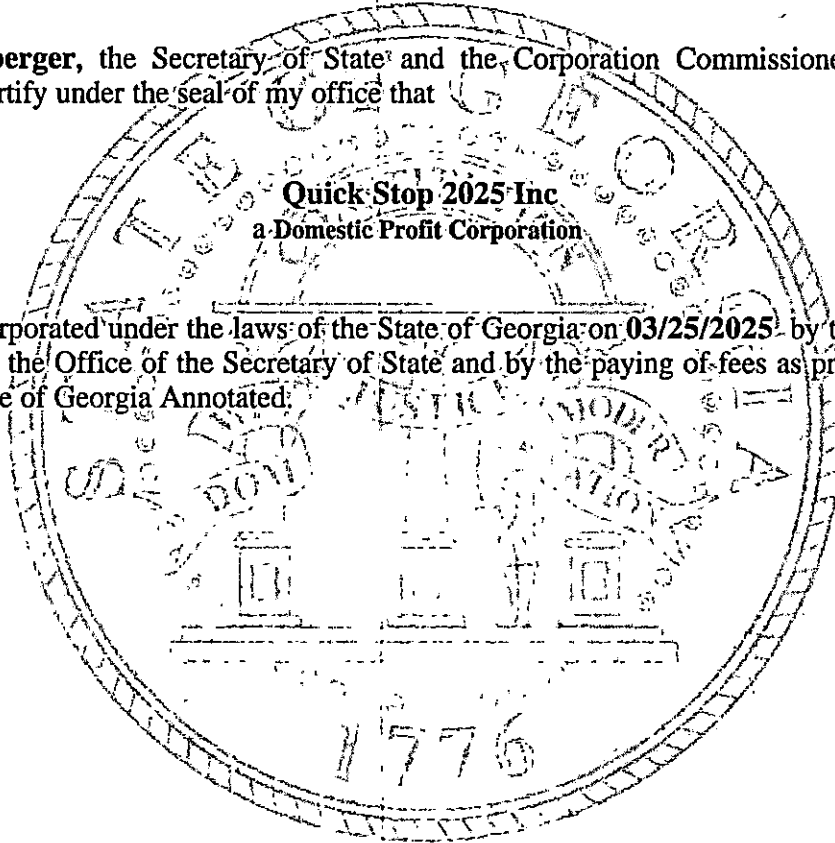
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

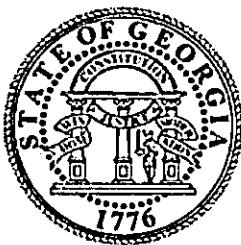
I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Quick Stop 2025 Inc
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/25/2025** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/27/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 3/25/2025 12:10:08 PM

BUSINESS INFORMATION

CONTROL NUMBER 25060892
BUSINESS NAME Quick Stop 2025 Inc
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 03/25/2025
SHARES 100

PRINCIPAL OFFICE ADDRESS

ADDRESS 2700 Riverside Dr, Macon, GA, 31204, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Lilaben Patel	124 Umiya Nagar Cir, Macon, GA, 31206, USA	Bibb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Lilaben Patel	INCORPORATOR	124 Umiya Nagar Cir, Macon, GA, 31206, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Lilaben Patel
AUTHORIZER TITLE Incorporator

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: AL STOP Name of Corporation: QUICK STOP 2025 INC
 If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Lilaben Patel / owner Telephone Number: 229-364-4232
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Residential Street Address: 124 Unity Way Cir, Macon GA 31206
 Mailing Address: 2700 Riverside Dr, Macon, GA 31204
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - o General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
 - o Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
 - o Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - o Managing Member, Total number of Managing Member(s): _____
 - o Member holdings _____ % of all outstanding membership interests.
- ☒ Privately Held Corp./Company
 - o Corporate Officer: Yes ☒ No _____
 - o Shareholder holding 100 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - o Corporate Officer: Yes _____ No _____
- ☐ Other
 - o Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Lilaben Last Name: Patel
Home Address: 124 Umlyu nagar cir City: macon State: GA Zip: 31206
Home Phone #: 229-364-4232 Email: gstop202@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2700 Riverside Dr City: macon State: GA Zip: 31204

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color photograph of applicant.
- \$25 cash, moneyorder/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

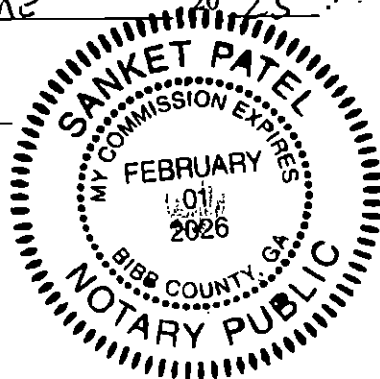
L.N. Patel
Applicant's Signature

6-18-25
Date

I hereby certify that Lilaben Patel signed his/her name to forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 18 day of June 2025

[Signature]
Notary Public



February 1st, 2026
My Commission Expires

Rev. 7/2021



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

LILABEN PATEL

Course Completion

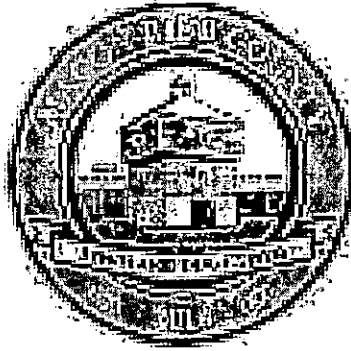
MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-06-19

Serial No.

cert_hrsx6nt5





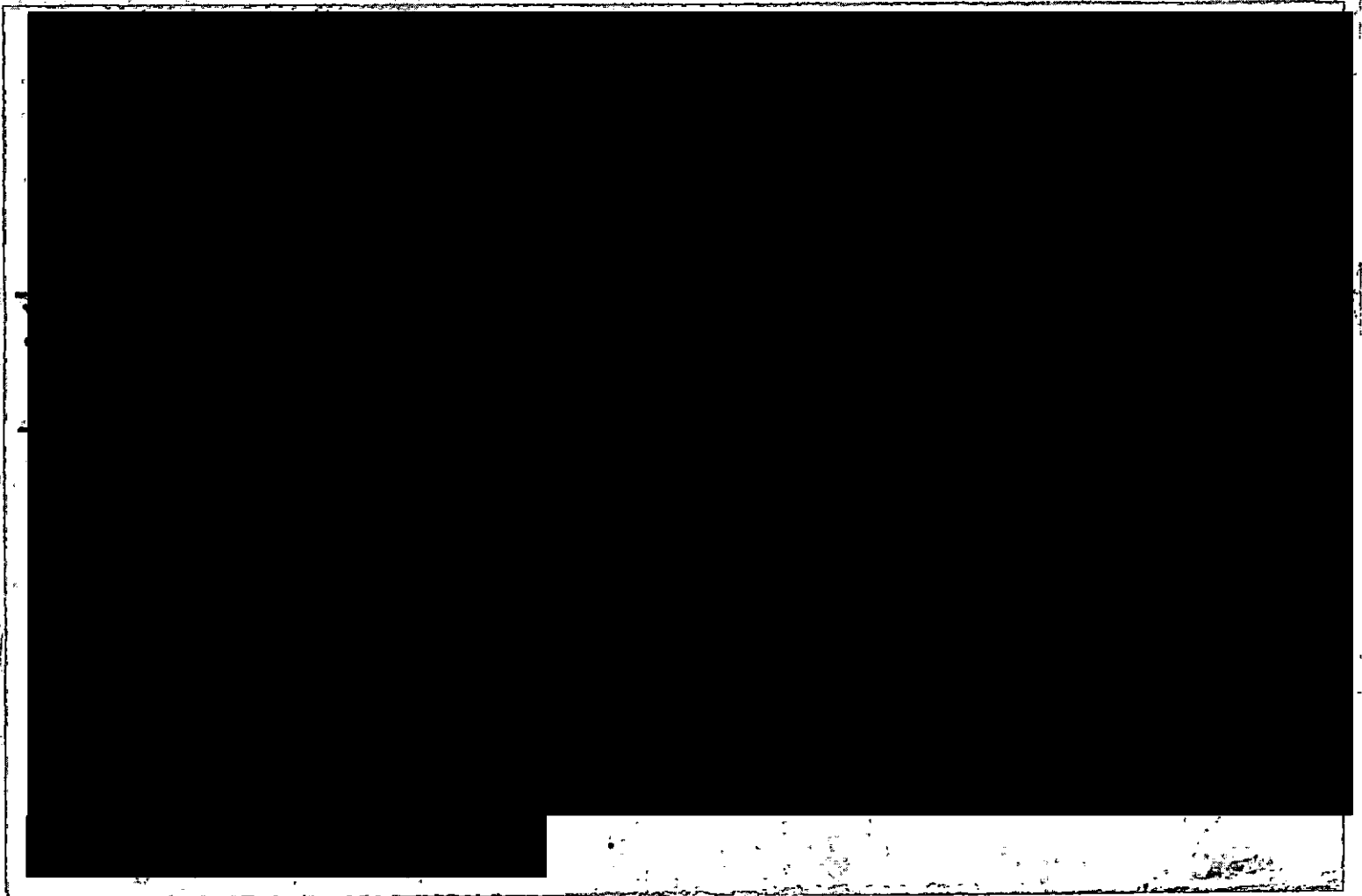
Lilaben N Patel



AH001594

ALCOHOL HANDLER

EXP: 12/31/2025





JVR Inc
1090 B Eisenhower Parkway
Macon GA 31206

478-714-5233

Vinodrenu97@yahoo.com

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made as of this 1st day of May, 2023, by and between JVR Inc., first party, (hereinafter called "Landlord"), and A K 5 STAR Family LLC

WITNESSETH:

1. PREMISES - The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

The Landlord hereby leases to the Tenant the following described Premises:

Approximately 2800 square feet of retail Convince Store
with Gas Pump.

legally described as follows (the "Building"):

Tax ID 0054-0164

legal description for the property
contained in the deed recorded in

Deed Book 05284, page 0003.

Land lot 363/13.

Macon, Bibb County, Georgia

and being commonly known as

**2700 Riverside Drive
Macon. Georgia. 31204**

2. TERM - The Tenant shall have and hold the Premises for a term of 5 Year_ on the 1st day of August, 2023, and ending on the 30th day of July, 2028, at midnight, unless sooner terminated as hereinafter provided.

If for any reason whatsoever, whether or not attributable to the fault of Landlord, Landlord is unable to deliver possession of the demised premises to Tenant at the commencement of the term of this lease, Landlord shall not be liable to Tenant in any way for damages and this lease shall not terminate; however, Tenant shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Tenant, and the term of this lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession.

3. RENTAL - Tenant agrees to payments to and made payable to the Landlord,

1st Year of 1st August, 2023, and ending on the 30th day of July, 2024, at \$5000.00.

2nd and 3rd Year of 1st August, 2024, and ending on the 30th day of July, 2026, at \$6000.00.

4th and 5th year Rent will be \$6000.00 and property tax. 1st August, 2026, and ending on the 30th day of July, 2028,

Said monthly rent shall be paid at the designated office of the Landlord, in advance and promptly on the first day of each and every month, during the initial Lease term and any renewals thereof. Any rental

payment received after the tenth (5th) day of any month shall include a five (10%) percent late fee.

If Tenant's check is returned by Tenant's bank without payment, Tenant agrees immediately to pay to Landlord \$50.00 liquidated damages for each dishonored check ***along with normally charged late fees.*** Tenant acknowledges that the damages to Landlord caused by late payment or dishonored checks are difficult or impossible to estimate accurately, that these charges are liquidated damages and not penalties, and that these sums are reasonable pre-estimates of the probable damages to Landlord in the event of late payments or dishonored checks. Said liquidated damages shall constitute additional rent hereunder. Moreover, Landlord may, at its sole discretion, require any Tenant which fails to pay any monetary obligation herein when due, or pays with a check drawn with insufficient funds, two (2) or more time during any twelve (12) month period to tender any and all subsequent payments after the initial default in the form of a cashier's or bank check certifying "instant funds."

4. SECURITY DEPOSIT - Tenant agrees to deposit with Landlord the sum of \$20,000.00. Said deposit shall be held by the Landlord as security for the full and faithful performance by Tenant of each and every term, covenant, and condition of this lease agreement on the part of Tenant to be observed and performed. Said deposit may be held in an interest-bearing escrow/trust account and the Landlord will retain any interest earned on said deposit. If any of the rents herein received or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should the Landlord make payments on behalf of Tenant or should Tenant fail to perform any of the terms of this lease agreement, Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the rents or other sums due from Tenant. Landlord agrees to return to Tenant the entire balance of the security deposit within 30 days of the termination of this lease agreement, so long as Tenant shall have reasonably complied with all terms of this agreement.

5. AGENT'S COMMISSION – No Agent involved in this Lease.

6. PURCHASE OF PROPERTY - In the event that Tenant acquires title to the Premises or any part thereof, at any time during the term of this Lease or new term start if the buyer is agree with current tenant.

7. UTILITY BILLS - Tenant shall pay all utility bills, including, but not limited to gas, electricity, fuel, light, and heat bills, for the Premises, and Tenant shall pay all charges or other sanitary services rendered to the Premises or used by Tenant in connection therewith

8. USE OF PREMISES - Premises shall be used for Gas station and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass on the Premises, nor in any manner to increase the rate of insurance on the Premises.

9. ABANDONMENT OF THE PREMISES - Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until expiration hereof.

10. REPAIRS BY LANDLORD - Landlord agrees to keep in good repair the roof, foundations. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligations to inspect said Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it that Landlord is required to repair roof.

11. REPAIRS BY TENANT - Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment and other improvements located thereon, Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lighting, earthquake or other

casualty alone excepted. Breaking, glass, back door, wall and any vandalize Walking cooler and Ice machine repair by tenant.

12. DESTRUCTION OF OR DAMAGE TO PREMISES - If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

13. INDEMNITY - Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition hereto, Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant; such insurance policy shall contain a clause expressly waiving any right of the insurer of subrogation against Landlord, and shall name Landlord and Landlord's Agent as additional insured. Prior to the commencement of the term of this Lease, Tenant shall furnish Landlord with a certificate of such insurance that shall show the waiver of subrogation, and the endorsement required hereby. Such certificate shall provide that Landlord will be given ten (10) days written notice prior to cancellation or expiration of the insurance evidenced thereby.

14. GOVERNMENTAL ORDERS - Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the

Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's occupancy.

15. CONDEMNATION - If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

16. ASSIGNMENT AND SUBLETTING - Tenant shall not sublease or assign any of its rights in and to all, or any portion of, the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

17. REMOVAL OF FIXTURES - Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove any trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such installation and removal.

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18. EVENTS OF DEFAULT - The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (1) Tenant fails to pay the rental as provided for herein; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such

receiver is not removed within 60 days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditor; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within 30 days after written notice from Landlord to Tenant to obtain satisfaction thereof.

19. REMEDIES UPON DEFAULT - Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereafter) and without prejudice to any other remedy herein provided by law; (a) if the Event of Default involves non payment of rental, and Tenant fails to cure such default within ten days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due through the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) if the Event of Default involves any matter other than those set forth in item (a) of this Paragraph, the Landlord may terminate this Lease by giving written notice to Tenant, and upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due through the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten days after receipt of such notice, the expiration of the ten day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the



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2nd and 3rd Year of 1st August, 2024, and ending on the 30th day of July, 2026, at \$6000.00.

4th and 5th year Rent will be \$6000.00 and property tax. 1st August, 2026, and ending on the 30th day of July, 2028,

Said monthly rent shall be paid at the designated office of the Landlord, in advance and promptly on the first day of each and every month, during the initial Lease term and any renewals thereof. Any rental

payment received after the tenth (5th) day of any month shall include a five (10%) percent late fee.

If Tenant's check is returned by Tenant's bank without payment, Tenant agrees immediately to pay to Landlord \$50.00 liquidated damages for each dishonored check ***along with normally charged late fees.*** Tenant acknowledges that the damages to Landlord caused by late payment or dishonored checks are difficult or impossible to estimate accurately, that these charges are liquidated damages and not penalties, and that these sums are reasonable pre-estimates of the probable damages to Landlord in the event of late payments or dishonored checks. Said liquidated damages shall constitute additional rent hereunder. Moreover, Landlord may, at its sole discretion, require any Tenant which fails to pay any monetary obligation herein when due, or pays with a check drawn with insufficient funds, two (2) or more time during any twelve (12) month period to tender any and all subsequent payments after the initial default in the form of a cashier's or bank check certifying "instant funds."

4. SECURITY DEPOSIT - Tenant agrees to deposit with Landlord the sum of \$20,000.00. Said deposit shall be held by the Landlord as security for the full and faithful performance by Tenant of each and every term, covenant, and condition of this lease agreement on the part of Tenant to be observed and performed. Said deposit may be held in an interest-bearing escrow/trust account and the Landlord will retain any interest earned on said deposit. If any of the rents herein received or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should the Landlord make payments on behalf of Tenant or should Tenant fail to perform any of the terms of this lease agreement, Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the rents or other sums due from Tenant. Landlord agrees to return to Tenant the entire balance of the security deposit within 30 days of the termination of this lease agreement, so long as Tenant shall have reasonably complied with all terms of this agreement.

5. AGENT'S COMMISSION – No Agent involved in this Lease.

6. PURCHASE OF PROPERTY - In the event that Tenant acquires title to the Premises or any part thereof, at any time during the term of this Lease or new term start if the buyer is agree with current tenant.

7. UTILITY BILLS - Tenant shall pay all utility bills, including, but not limited to gas, electricity, fuel, light, and heat bills, for the Premises, and Tenant shall pay all charges or other sanitary services rendered to the Premises or used by Tenant in connection therewith

8. USE OF PREMISES - Premises shall be used for Gas station and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass on the Premises, nor in any manner to increase the rate of insurance on the Premises.

9. ABANDONMENT OF THE PREMISES - Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until expiration hereof.

10. REPAIRS BY LANDLORD - Landlord agrees to keep in good repair the roof, foundations. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligations to inspect said Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it that Landlord is required to repair roof.

11. REPAIRS BY TENANT - Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment and other improvements located thereon, Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lighting, earthquake or other

casualty alone excepted. Breaking, glass, back door, wall and any vandalize Walking cooler and Ice machine repair by tenant.

12. **DESTRUCTION OF OR DAMAGE TO PREMISES** - If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

13. **INDEMNITY** - Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition hereto, Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant; such insurance policy shall contain a clause expressly waiving any right of the insurer of subrogation against Landlord, and shall name Landlord and Landlord's Agent as additional insured. Prior to the commencement of the term of this Lease, Tenant shall furnish Landlord with a certificate of such insurance that shall show the waiver of subrogation, and the endorsement required hereby. Such certificate shall provide that Landlord will be given ten (10) days written notice prior to cancellation or expiration of the insurance evidenced thereby.

14. **GOVERNMENTAL ORDERS** - Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the

Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's occupancy.

15. CONDEMNATION - If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

16. ASSIGNMENT AND SUBLETTING - Tenant shall not sublease or assign any of its rights in and to all, or any portion of, the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

17. REMOVAL OF FIXTURES - Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove any trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such installation and removal.

18. EVENTS OF DEFAULT - The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (1) Tenant fails to pay the rental as provided for herein; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such

receiver is not removed within 60 days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditor; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within 30 days after written notice from Landlord to Tenant to obtain satisfaction thereof.

19. REMEDIES UPON DEFAULT - Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereafter) and without prejudice to any other remedy herein provided by law; (a) if the Event of Default involves non payment of rental, and Tenant fails to cure such default within ten days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due through the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) if the Event of Default involves any matter other than those set forth in item (a) of this Paragraph, the Landlord may terminate this Lease by giving written notice to Tenant, and upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due through the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten days after receipt of such notice, the expiration of the ten day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the

Tenant within said ten-day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default.

20. EXTERIOR SIGNS - Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

21. ENTRY FOR CARDING, ETC. - Landlord may card the Premises "For Rent" or "For Sale" 60 days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

22. EFFECT OF TERMINATION OF LEASE - No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

23. MORTGAGEE'S RIGHTS - Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt that is now, or may hereafter

be, placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

24. NO ESTATE IN LAND - This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

25. HOLDING OVER - If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be at will at the rental rate which is in effect at end of Lease; and there shall be no renewal of this Lease by law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be at sufferance and, commencing on the day following the date of such expiration, the monthly rental payable under this agreement shall, for each month or fraction thereof during which Tenant so remains in possession be 115% of the monthly rental otherwise payable.

26. ATTORNEY'S FEES AND HOMESTEAD - If any rent or other sum owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions that he may have under law as against any obligation owing under this Lease.

27. RIGHTS CUMULATIVE - All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

28. SERVICE OF NOTICE AND ADDRESS OF PARTIES- The notices required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be either delivered personally or deposited into the U.S. Mail, postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties as below set forth. Notice shall be deemed effective upon the earlier to occur of (i) actual receipt of the notice, if served personally, (ii) actual receipt of the notice,

if mailed as aforesaid, or (iii) three (3) business days after the notice is deposited in the mail, if properly addressed and postage is prepaid as aforesaid. For purposes of this Paragraph, the respective addresses of Landlord and Tenant are as follows unless hereafter changed by notice to the other:

Landlord: JVR INC.

1090-B Eisenhower Parkway
Macon, GA 31206
Cell: 478-335-2290
Email: vinodrenu97@yahoo.com

Tenant: A K 5 STAR Family LLC

2440 Shurling Drive
Macon GA 31211
478-832-5549

Tenant hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices required or permitted under this Lease the person in charge of or occupying said Demised Premises at the time. If no person is in charge of or is occupying the Demised Premises, then such service or notice may be personally made by attaching or tacking the same to the main entrance of the Demised Premises. A copy of any notice under this Lease so served by attaching or tacking shall also be mailed to Tenant as hereinabove set forth; provided, however, that this requirement shall not extend to dispossessory or distraint proceedings so served, and delivery of such proceeding shall be deemed effective upon such attachment or tacking; and provided further, however, that any notice under this Lease served by attachment or tacking shall be deemed effective on the date of such attachment or tacking.

29. **WAIVER OF RIGHTS** - No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

30. **OWNERSHIP** - The owner of the Premises is the Landlord in this agreement, and the person authorized to manage the Premises is the Landlord. Service of process and demands and notices as to the Landlord shall be made to the Landlord.

31. **AGENT'S SERVICES** - Agent is hereby a third party to this Lease solely for the purpose of enforcing his rights of commissions for services rendered, and it is agreed by all parties hereto that Agent is acting solely in the capacity as agent for Landlord, to whom Tenant must look to regarding all covenants, agreements and warranties herein contained, and that Agent shall not be liable for the obligations of the Landlord contained herein.

32. **AGENCY DISCLOSURE** - ***The Landlord and Tenant acknowledge.***

33. **TIME OF ESSENCE** - Time is of the essence of this Lease.

34. **DEFINITIONS** - "Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to the Premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs and representatives. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

35. **SPECIAL STIPULATIONS** - Special stipulations, if any, which by their reference and attachment to this Lease hereof shall become a part of the agreement, and should they conflict with any of the foregoing provisions, the special stipulations shall control.

A. Tenant agrees to pay deposit with Landlord the sum of \$20,000.00. Said deposit.

- B. Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$2,000,000.00 per accident, and property damage limits of \$200,000.00, Tenant shall furnish Landlord with a certificate of such insurance that shall show the waiver of subrogation, and the endorsement required hereby. Such certificate shall provide that Landlord.
- C. Equipment include the business is 13 Door walking cooler, 3 eyelid of gondola, counter with bullet proof glass, Ruby register belong to the landlord.
- D. Landlord responsible to repair all equipment first time. After that tenant is responsible for any equipment Including AC, Cooler, Gas equipment. Tenant need to maintain the EPA and Gas tank registration.
- E. Gas pump and sign is belong to Next level equipment, next level is responsible for gas pump repair and maintained. Gas branding is NEXT LEVEL PETROLEUM. Contact them for service and contract.

Aleem Ramji 404-990-8375
Gas Order: 678-457-9887
Rizwan: 404-698-0799

- F. Tenant can make any changes to run the business. Landlord is not responsible for any work done by tenant, Illegal activity, and damage or vandalize. Tenant is responsible for glass break, alarm, walk in cooler, HVAC, plumbing, gas pump, cash register, Sign, canopy light, parking lights.
- G. Landlord will allow tenant to sublet the property to another sub tenant, but tenant will remain in full force and effect and liable to the landlord on all the covenants contained in this lease including but not limited to the responsibility. Tenant

will continue to make all rental payment on time to the Landlord and not rely on his sub tenant to make rental payments to the landlord. If the Tenant should assign all of his whole term not reserving any part of the lease for himself this be an assignment, and this will trigger a lease transfer of right and term covenants. A K 5 STAR Family LLC will be liable for all lease or sublease terms.

- H. If the tenant is not paying rent or any reason landlord have right to terminate the lease written notice within 60 days. If the Rent is paid 30 day late then the lease will terminate.
- I. Tenant pays the Inventory tax and inventory insurance.
- J. 2nd building is separate lease. 1st right for tenant to lease.
- K. 1st right to Buy building.
- L. There will be 5 year additional lease option for 10% rent increase.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, either verbal or written, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year above noted:

The above Agreement is hereby accepted By:

Landlord
JVR INC.


D.S. Patel

8/7/23
Date

Tenant
A K 5 STAR Family LLC



8-07-23
Date

Garneted witness by


~~Alkesh Patel~~ S.P.

8-07-23
Date

SUBLEASE AGREEMENT

THIS LEASE AGREEMENT is made this 1st day of June 2025, by and between JVR INC, (hereinafter referred to as "Landlord") and AK 5 STAR FAMILY LLC A/K/A Sanket Patel, (hereinafter called "Tenant"). Sanket Patel and the Landlord agrees to Sublease to QUICK STOP 2025 INC A/K/A Lilaben Patel (hereinafter referred to as "Subtenant").

WITNESSETH:

WHEREAS, Landlord agrees to lease to Tenant (Sanket Patel), and Tenant agrees to rent from Landlord, the following described premises (hereinafter referred to as "PREMISES"), located at: 2700 Riverside dr Macon, GA 31204.

WHEREAS, Tenant agrees to Sublease to QUICK STOP 2025 LLC, and QUICK STOP 2025 LLC agrees to rent from the tenant.

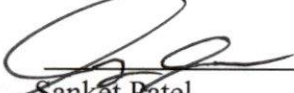
SUBLETTING

The Landlord (JVR INC) has allowed Sanket Patel to sublet to QUICK STOP 2025 LLC. The Original lease signed by Sanket patel as a tenant will be attached to this particular subletting lease. All Terms, Agreements, Rent, Covenants, and Obligations stated in the attached lease will remain the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in duplicate the day and year first above written

TENANT: AK STAR 5 FAMILY LLC

SUB-TENANT: QUICK STOP 2025 LLC

 Date: 6/18/25
Sanket Patel
423 Southern Oaks Dr, Macon GA 31216

L.N. Patel Date 6/18/25
Lilaben Patel
124 Umiya Nagar cir, Macon GA 31216

 Date 6/18/25
Witness

 Date 06/18/25
Witness

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: L.N. Patel Date: 6/18/25

Business Name: A 1 STOP

I hereby certify that Lilaben Patel (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 18 day of June, 2025.

Notary Public

My Commission Expires

Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: L.N. Patel Date: 6/18/25
(If different from Agent)

Title: owner

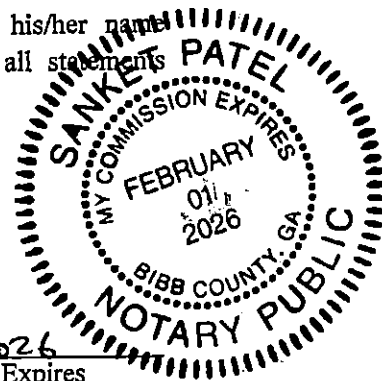
Business Name: A1 STOP

I hereby certify that Lilaben Patel (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 18 day of 6, 2025.

[Signature]
Notary Public

February 1st, 2026
My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: A 1 Stop
Business Address: 2700 Riverside Dr, Macon, GA, 31204

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

L. N. Patel
Applicant/Agent Signature

6/18/25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go, or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: A 1 Stop

Business Address: 2700 Riverside Dr, Macon, GA 31204

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

 7229
Code Enforcement Department Designee

5/29/25
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


Applicant/Agent Signature

5/29/25
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

L.N. Patel

Signature

Lilaben Patel

Print Name

6/18/25

Date



Alcohol License Questionnaire

Name of Business: A 1 Stop
 Owner's Name: Lilaben Patel
 Address: 2700 Riverside Dr, Mableton,
GA, 31204

1. Do you own or are you leasing your business location? Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

L.N. Patel
 Signature

Lilaben Patel
 Print Name

6/18/25
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: A 1 STOP

Business Address: 2700 Riverside Dr. Macon, GA 31204

☐ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

L. N. Patel
Applicant/Agent Signature

6/18/25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Lilaben Patel (owner)
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☒ Other: <u>Beer and wine</u>	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Lilaben Patel / L.N. Patel
Print and Sign Name

Sworn to and subscribed before me this

18 day of June, 2025.

[Signature]
Notary Public

My Commission Expires: February 1st, 2026



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: JWR INC
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☒ Other: <u>Beer and Wine</u>	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Dhivraj Patel D.S. Patel

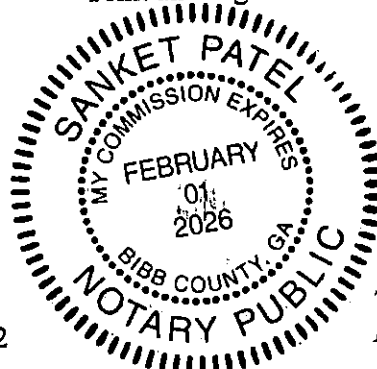
Print and Sign Name

Sworn to and subscribed before me this

18 day of June, 2025.

[Signature]
Notary Public

My Commission Expires: February 1st, 2026





Generic License Form Payment Receipt
Macon-Bibb County, GA
 188 Third Street
 Macon, Georgia 31201
 Office: 478-621-6500

License Type: Initial Handler

Account/License No: 68598a7544ebe3044c318d1c

Business/Owner Name: A1 Stop

Payment Type: Check # - 109

Payment Method: POS

Customer Name:	A1 Stop
Payor Name:	
Billing Address:	
City/State/Zip:	
Phone #:	229-364-4232
Email:	
Payment Date:	06/23/2025 1:23:14 PM
Payment Clerk:	Deon Singleton
Confirmation #:	38265596

Thank you for your payment.

1) License billed by Macon-Bibb County, GA

License Amount:	\$25.00
Service Fee Amount:	\$0.00
Total Paid:	\$25.00

Signature: _____

-- OFFICE COPY --



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Lilaben N Patel – Fingerprints Completed: 07.01.2025

Business Name: Quick Stop 2025 Inc dba A1 Stop

Business Address: 2700 Riverside Dr, Macon GA 31204

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	8/3/2025 _____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/14/2025 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 19, 2025 PRE-COMMISSION AGENDA



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

✓ *Distilled Spirits Packaged to Go	\$2,900	✓ *Malt Packaged to Go	\$800	✓ Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P	\$800	*Wine C.O.P	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	✓ Temporary Alcohol License	\$100
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 2667.17 Alcohol License Fees + \$400 Application Fee = \$ 3067.17

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership... Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity... Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 58-1616877 State Tax ID #: 20110395089
 Business Name: Walco Beverage Corporate and Trade Name: Walco Beverage Inc
 Local Business Address: 3117 vineville avenue Macon GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3117 Vineville avenue
Street Address (City State Zip)
 Local Business Phone #: 478-745-7406 Email Address: Vinville bev@gmail.com
 Contact Person: Michael Benton Contact Phone #: 478-365-1076

AGENT

Agent's Name: Michael Benton Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 295 Albermarle Place City: macon State: GA Zip: 31204
 Home Phone #: 478-365-1076 Email: Vinville bev@gmail.com
 Mailing Address: 295 Albermarle Place City: macon State: GA Zip: 31204

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: Michael Benton Title: Owner
 Home Address: 295 Albermarle Place City: macon State: GA Zip: 31204
 Home Phone #: 478-365-1076 Email: Vinville bev@gmail.com
 Mailing Address: 295 Albermarle Place City: macon State: GA Zip: 31204

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Michael Cole Benton		
Address	295 Albermarle Place Macon GA 31204		
Sex	Race	Date of Birth	Social Security Number
M	White		

This authorization is valid for _____ days from date of signature.

I, Michael Cole Benton give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Cole Benton 4-29-25
 Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number Date

Date of Inquiry: _____ Time of Inquiry: _____ Operator's initials: _____

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name: _____	
Agency Telephone: _____	

Agency Designee Signature and Title Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ✓ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.

2) I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Walco Beverage

Printed Name of Applicant: Michael Benton

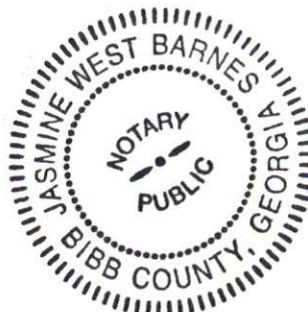
*Signature of Applicant: Michael Benton

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF April, 2025.

J Barnes
 NOTARY PUBLIC

04.06.2029
 MY COMMISSION EXPIRES



MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages Packaged to Go Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: Michael Cole Benton

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3117 Vineville Avenue

BUSINESS NAME: Vineville Beverage and Cigar (WALCO)

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

 Comply X Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

 Not Applicable X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

 Comply , but does not comply with other restrictions

 X Not Applicable

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.

 Comply Does Not Comply X Not Applicable

By: John W. Hayes
John W. Hayes, Macon-Bibb County Engineer

Date: 5/15/25

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.

600' - school ground, school building, education building, or college campus. (revised 8-23-23) PJH

Vineville Beverage & Cigar (WALCO)

#3117 Vineville Avenue

900' — CHURCH BUILDING 300'

House of God Church

850' — #3187 Ridge Avenue
CHURCH PROPERTY

House of God Church

* 233' — M-B COUNTY RECREATION CENTER property line

Freedom Park

15,600' — ALCOHOL TREATMENT CENTER building

River Edge - Emory Highway

11,800' — PUBLIC LIBRARY or BRANCH building

Washington Memorial

1,500' — MHA property line

Raff Avenue

5,650' — SCHOOL GROUND property line 600'

Miller Middle School

6,200' — SCHOOL BUILDING

Miller Middle School

6,200' — EDUCATION BUILDING

Miller Middle School

9,500' — COLLEGE CAMPUS

Mercer - intramural fields

4,550' — Existing PACKAGE STORE (1500'+ required)

Triangle Package Store

#3552 Napier Avenue

* Refer to
Attorney's
Office!

May 13, 2025
Paul J. Hoinowski

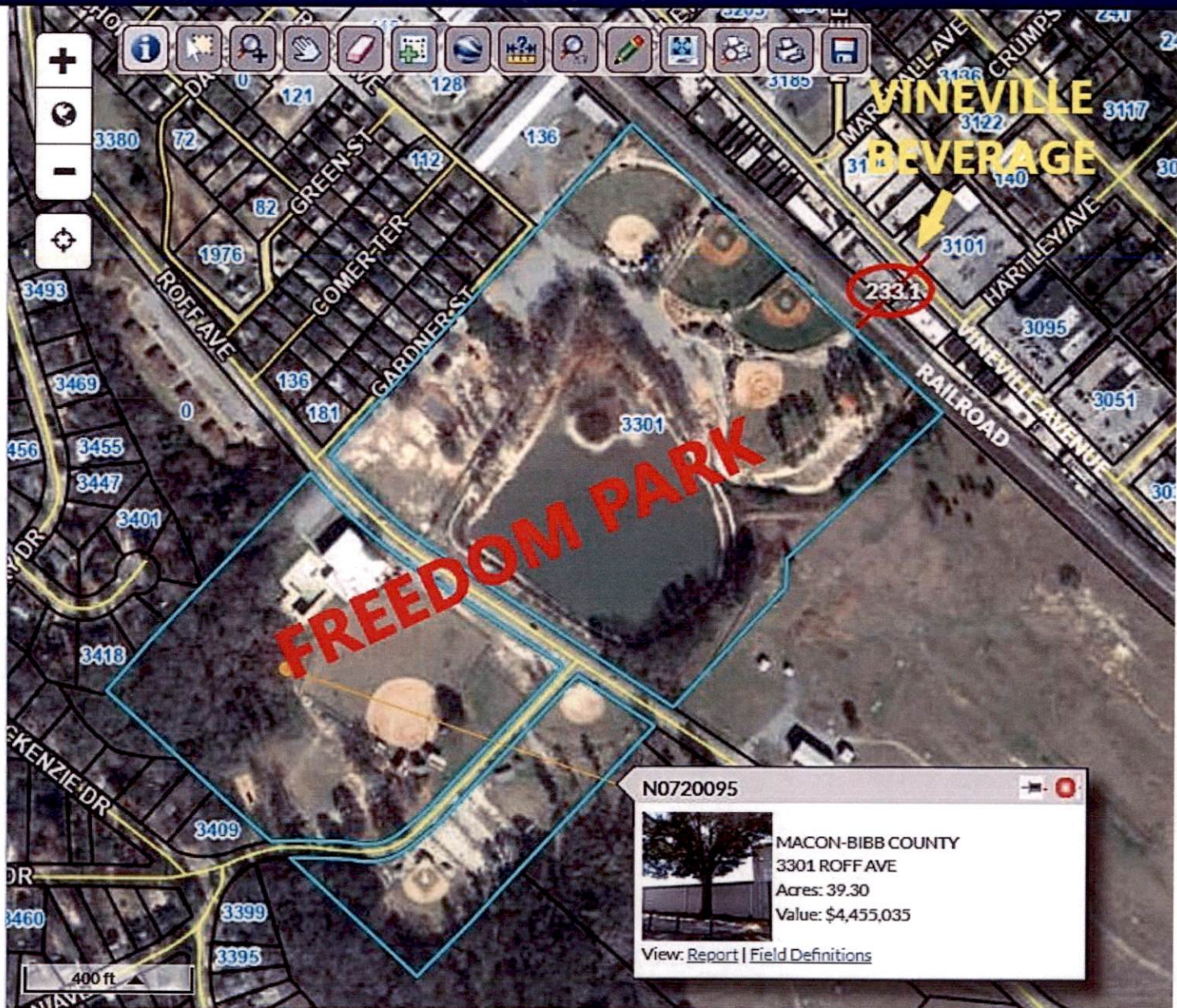
Macon-Bibb County, GA

Layers
Map
Search
Sales Search
Sales List
Results
Sales Results
Report
Tax Estimator
Field Definitions
Home

Layer List
Legend

Quick Links:
[Search Records](#)
[View Map](#)

Layers:
☐ Parcel Ties
☒ **Parcels**
☐ Parcel Numbers
☐ Zoning
☒ Address Numbers
☐ Yearly Sales
☒ Roads
☒ USA Major Highways
☐ Railroads
☒ City Labels
☒ **Streams and Rivers**
☐ Lakes
☐ 2017 Flood Map
☐ State Outlines
☒ County Outlines
☒ Aerial Imagery
☐ Google Imagery
[Restore Layer Defaults](#)



N0720095

MACON-BIBB COUNTY
3301 ROFF AVE
Acres: 39.30
Value: \$4,455,035
[View Report](#) | [Field Definitions](#)

Parcel ID	N0720095	Owner	MACON-BIBB COUNTY
Class Code	Exempt		700 POPLAR STREET
Taxing District	MACON-BIBB		MACON, GA 31204
	BIBB	Physical Address	3301 ROFF AVE

VINEVILLE BEVERAGE & CIGAR



VINEVILLE AVENUE

© 2025 Google

APPLICATION FOR AFFIDAVIT

DATE: 4/28/25

MACON-BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3282

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: ☒

BEER _____

BEER ☒

WINE _____

WINE ☒

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) ☒

NAME OF BUSINESS: Vineville Beverage and Cigar (WALCO)

LOCATION OF BUSINESS: 3117 Vineville Avenue, Macon, GA 31204

PERSON APPLYING FOR AFFIDAVIT: Michael Cole Benton

TELEPHONE: 478-365-1076

NOTE: A \$150.00 FEE IS REQUIRED ON ALL APPLICATIONS BEFORE WE WILL GO OUT AND MEASURE SAME. THIS MUST BE IN THE FORM OF: CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER ONLY! NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED!

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
153593	658214	Print Legal Ad-IPL02303860 - IPL0230386		1	29 L

Attention: Vineville Beverage

Vineville Beverage Cigar
3117 Vineville Ave
Macon, GA 31204

vinvillebev@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Liquor Packaged, Beer
Packaged, Wine Packaged

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 6, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as WALCO BEVERAGE, 3117 Vineville Avenue, Macon, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This April 29, 2025. Michael C. Benton,
Applicant
IPL0230386
Apr 30, May 7 2025

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

04/30/25, 05/07/25

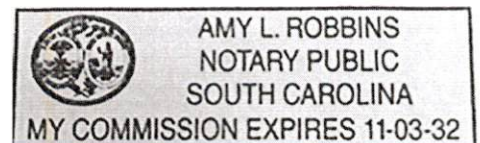
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 7th day of May
in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2023-2909	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 06/27/2024
ISSUED TO NAME:	Michael Benton	
	Vineville Beverage and Cigar	
PROPERTY OWNER'S NAME:	HEARD KATHRYN M ETALS C/O MURPHEY-TAYLOR & ELLIS	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	3101 VINEVILLE AVE AKA 3117 Vineville Ave	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	0071-0145	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of a package store with alcohol packaged to go in an existing multi-tenant commercial building. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to approval by the Macon Water Authority. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/27/2025

APPROVED BY: Butch Sementilli

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Dad

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Wineville Beverage Name of Corporation: Walco Beverage Inc.

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Michael Benton Telephone Number: 478-365-1076

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 295 Albermarle Place Macon GA 31204

P.O. Box Not Allowed (City State Zip)

Mailing Address: 295 Albermarle place Macon GA 31204
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☒ General Partnership

○ General Partner holding 51 % of all outstanding partnership interests.

☐ Limited Partnership (LP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Member(s): _____

○ Member holdings _____ % of all outstanding membership interests.

☐ Privately Held Corp./Company

○ Corporate Officer: Yes ___ No ___

☐ Other

○ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Vineville Beverage Name of Corporation: Walco Beverage

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Michael M. Benton Telephone Number: 478-447-0033

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 156 Cross Creek Circle Macon GA 31210

P.O. Box Not Allowed (City State Zip)

Mailing Address: Same

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☒ General Partnership

○ General Partner holding 49 % of all outstanding partnership interests.

☐ Limited Partnership (LP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)

○ General Partner holding _____ % of all outstanding general partnership interests.

○ Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Member(s): _____

○ Member holdings _____ % of all outstanding membership interests.

☐ Privately Held Corp./Company

○ Corporate Officer: Yes ___ No ___

☐ Other

○ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application Renewal

APPLICANT

First Name: Michael Last Name: Benton
Home Address: 295 Albermarle place City: Macon State: GA Zip: 31204
Home Phone #: 478-365-1076 Email: Micolebenton@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 295 Albermarle place City: Macon State: GA Zip: 31204

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ You must complete the following only if you are NOT a United States Citizen:
(S.A.V.E) Systematic Alien Verification For Entitlements affidavit, and provide a copy of:
(SVD) Secure and Verifiable Document (see list attached)
- ☐ A current Color (passport size) photographs of applicant.
- ☐ \$25 cash, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Cole Benton 12-30-24
Applicant's Signature Date

I hereby certify that Cole Benton signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 30 day of Dec, 2024
[Signature]
NOTARY PUBLIC



Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ServSafe
National Restaurant Association

ID # 21492513
CARD # 21492513

ServSafe Alcohol® CERTIFICATE

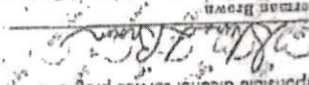


NAME
MICHAEL BENTON

DATE OF EXAMINATION
3/22/2022

Card expires three years from the date of examination. Local laws apply.

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 Sherman Brown
 Executive Vice President, National Restaurant Association Solutions

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServSafe@restaurant.org or 800.765.2122 ext. 6703.

NATIONAL RESTAURANT ASSOCIATION

223 South Wacker Drive
Suite 1600
Chicago, IL 60606-4488
1.800.SERVSAFE
312.715.1610 in the Chicago area
ServSafe.com

RESTAURANT ASSOCIATION OF ALASKA
1000 West 10th Avenue
Anchorage, AK 99501
907.561.1000
RAA.org



Cole Benton



AH000919

ALCOHOL HANDLER

EXP: 12/31/2025



Real Estate Sales • Commercial Leases • Property Management

Since 1906

3095 Vineville Ave. • Macon, GA 31204 • (478) 743-2671 • FAX (478) 745-8934

COMMERCIAL LEASE AGREEMENT

THIS INDENTURE OF LEASE made and entered into this 8th day of March, 2024 by and between

Midtown Plaza West, A Georgia General Partnership

Parties (hereinafter called "Lessor"), and Walco Beverage, Inc. d/b/a Vineville Beverage & Clear (hereinafter called "Lessee"). The agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, heirs, devisees, legatees, next-of-kin, successors and assigns who are bound as fully and completely by the covenants herein as the parties hereto, provided, however that the provisions of the paragraph entitled "Lease Non-Assignable" shall control this paragraph, and Murphey, Taylor & Ellis, Inc., its successors and assigns shall be a third party beneficiary hereof.

WITNESSETH: That Lessee has this day rented from Lessor and Lessor has rented to Lessee the following described premises in

Bibb County, Georgia,

Approximately 1,760 square feet of retail space

Premises

Term

and being known as 3117 Vineville Avenue, Macon, Georgia, for the term of two (2) years, nine (9) months commencing on the 1st day of April 1, 2024 and ending on the 31st day of December, 2026 to be used for no other purpose than Sales of beer, wine, liquor and cigars

Use

Base Rental

(1) Lessee agrees to pay Murphey, Taylor & Ellis, Inc., its successors and assigns, Agents for Lessor, at its office promptly on the first day of each rental month, in advance, a base rental of One thousand eight hundred sixty six & 00/100 dollars

(\$ 1,866.00) (per month, beginning April 1, 2024 and continuing on the first day of each month, until and including December 31, 2026)

Additional Rental

(2) See Exhibit(s) A which are attached and by reference are made a part hereof.

Late Charges

(3) Time is of the essence of this lease and should payments be made later than the 10th of the month, Lessee shall be obligated to pay as additional rental, a late charge of \$100.00 which shall be due and payable at the time any such past due payment is made. Acceptance by Murphey, Taylor & Ellis, Inc. of late rental payments shall not be deemed a waiver by Murphey, Taylor & Ellis, Inc. and/or Lessor of its right to declare a default hereunder for Lessee's failure to make rental payments as herein provided.

Security Deposit

(4) Lessee shall deposit with Landlord upon execution of this Lease \$ 1,100.00 (Paid) as a Security Deposit which shall be held by Murphey, Taylor & Ellis, Inc., without liability to Lessee for any interest thereon, as security for the full and faithful performance by Lessee of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Lessee shall be overdue and unpaid or should Murphey, Taylor & Ellis, Inc., and/or Lessor make payments on behalf of Lessee, or should Lessee fail to perform any of the terms of this Lease, then Murphey, Taylor & Ellis, Inc., may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Murphey, Taylor & Ellis, Inc., and/or Lessor toward the payment of the rents, charges, or other sums due from Lessee, or toward any loss, damage or expense sustained by Murphey, Taylor & Ellis, Inc., and/or Lessor resulting from such default on the part of Lessee; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Lessee furnishes Murphey, Taylor & Ellis, Inc., with proof that all utility bills have been paid through the Lease termination, turns in all the keys to the premises and performs all of Lessee's other obligations under this Lease, the security deposit shall be returned in full to Lessee within thirty (30) days after the date of the expiration of this Lease and the surrender of the Premises by Lessee in compliance with the provisions of this Lease.

Inability to Deliver Possession

(5) If for any reason whatsoever, whether or not attributable to the fault of the Lessor, Lessor is unable to deliver possession of the Premises to the Lessee at the commencement of the term of this Lease, Lessor shall not be liable to Lessee in any way for damages and this Lease shall not terminate; however, Lessee shall have no obligation to pay rent hereunder until possession of the Premises is delivered to Lessee, and the term of this Lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession.

Repairs by Lessor

(6) Lessor agrees to keep in good repair the roof, foundations, and exterior walls of the Premises (exclusive of all glass, windows and all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building, excluding all repairs rendered necessary by the act of negligence of Lessee, its agents, employees, or invitees. Murphey, Taylor & Ellis, Inc., and/or Lessor shall have no obligation to inspect the Premises. Lessee shall promptly report to Murphey, Taylor & Ellis, Inc., any defective condition which Lessor is obligated to repair and failure to do so shall make Lessee solely responsible for any liability incurred by Lessor by reason of such defects.

Repairs by Lessee

(7) Lessee accepts the Premises in their present condition and is suited for the uses intended by Lessee. Lessee agrees, throughout the initial term of this Lease and any extension or renewal thereof, at his expense to keep clean and in good order and repair all parts and portions of the Premises excluding only such repairs as Lessor is specifically obligated to make hereunder. Lessee's obligation to repair shall include the obligation to maintain, service, and replace. Without limiting the generality of the foregoing in any way, Lessee expressly agrees that such obligation to repair, maintain, service and replace shall extend to all heating, electrical, air conditioning, sprinkler systems, plumbing fixtures and sewerage pipes, being responsible for all damages to the property of Lessor's other tenants in said building caused by the overflow or breakage of any pipes in said premises during the term of this Lease, to all exterior and/or interior doors, all door closers, and frames, and to all mechanical equipment of any nature located upon the demised premises, and that his obligation to keep in good order and repair shall include all necessary painting. Lessee's obligation to repair shall include any heating and air conditioning system or portion thereof, which is designed primarily to serve the demised premises, even though located outside of the demised premises. Lessee further agree to care for the grounds around the building, including the mowing of grass, parking lot maintenance, care of shrubs and general landscaping. Anything to the contrary not withstanding and without in any way limiting Lessee's legal liability, Lessee shall be fully liable for any damages caused by his own negligence or fault of his agents, employees, customers, or invitees, even though Lessor would otherwise be required to repair the same.

Alterations

(8) Lessee shall not make any alterations, additions, or improvements to the Premises without Lessor's prior written consent. Lessee shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Lessor's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, with all applicable laws and regulations, and by a contractor approved by Lessor, free of any liens or encumbrances.

(23) Upon the occurrence of an Event of Default, Lessor, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

remedies
on Default

(A) Lessor may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Lessee under this Lease and in and to the Premises shall expire and terminate, and Lessee shall remain liable for all obligations under this Lease arising up to the date of such termination and Lessee shall surrender the Premises to Lessor on the date specified in such notice;

(B) Lessor may terminate this Lease as provided in paragraph (A) hereof and recover from Lessee all damages Lessor may incur by reason of Lessee's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, or (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorney's fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;

(C) Lessor may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once, provided, however, that such payments shall not be deemed a penalty or liquidated damages but shall constitute payment in advance of rent for the remainder of said term; upon making such payment, Lessee shall be entitled to receive from Lessor all rents received by Lessor from other assignees, tenants, and subtenants on account of the Premises during the term of the Lease, provided that all monies to which Lessee shall so become entitled shall in no event exceed the entire amount actually paid by Lessee to Lessor pursuant to this clause (C) less all costs, expenses and attorney's fees of Lessor incurred in connection with the reletting of the Premises; or

(D) Lessor may, from time to time without terminating this Lease, and without releasing Lessee in whole or part from Lessee's obligation to pay monthly rental and additional rent and perform all the covenants, conditions and agreements to be performed by Lessee as provided in this Lease, make such alterations and repairs in order to relet the Premises, and, after making such alterations and repairs, Lessor may, but shall not be obligated to, relet the premises or any part thereof for such term or terms at such rental and upon such conditions as Lessor in its sole discretion may deem advisable or acceptable; upon such reletting, all rentals received by Lessor from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and, of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent as the same may become due and payable hereunder; if such rentals received from such reletting during any month are less than those to be paid during the month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor, which deficiency shall be calculated and paid monthly; Lessee shall also pay Lessor as soon as ascertained and upon demand all costs and expenses incurred by Lessor in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting, notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

subordination
to
mortgage

(24) This Lease is subject and subordinate to all mortgages or deed to secure debt which may now or hereafter affect the Premises or the land on which the Premises are situated, and to all renewals, modifications and extensions thereof. In confirmation of such, Lessee shall upon the request of Lessor, execute and deliver in recordable form any instrument of subordination requested by Lessor. Any such subordination agreement provides that the holder and any purchaser (including holder) at any form of foreclosure sale or by deed in lieu of foreclosure will recognize Lessee as its tenant and not disturb Lessee's quiet possession of the Premises. In the event that title to the Premises is acquired by any other person, Lessee agrees to attorn, to, and recognize as Lessor, any such successor in title and to execute any document which may be proper to evidence the same.

any

(25) In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Lessee, Lessee shall pay Lessor, in addition to all other damages, a sum equal to 15% of such other damages as reasonable attorneys' fees.

as and
platforms

(26) Lessee shall observe faithfully and comply strictly with the Rules and Regulations as Lessor may from time to time reasonably adapt for the safety, care and cleanliness of the Premises or the preservation of good order therein. Lessor shall not be liable to Lessee for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other tenant in the building or Shopping Center.

liability on
Lessor's
liability

(27) It is understood and agreed that Lessor shall have no personal liability in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Lessor, of any of its obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the Premises.

its
relative

(28) All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

waiver of
its

(29) No failure of Lessor to exercise any power given Lessor hereunder or to insist upon strict compliance by Lessee of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

(30) MURPHEY, TAYLOR & ELLIS, INC. HAS ACTED AS AGENT FOR THE LESSOR IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY LESSOR. MURPHEY, TAYLOR & ELLIS, INC. HAS NOT ACTED AS AGENT IN THIS TRANSACTION FOR THE LESSEE.

agency
Agents
compensation

Realizing that valuable services have been rendered by Murphey, Taylor & Ellis, Inc., in procuring this Lease Agreement, Lessor hereby designates and appoints Murphey, Taylor & Ellis, Inc., its true and lawful agent under this Lease and hereby authorizes Murphey, Taylor & Ellis, Inc., to perform all of Lessor's obligations hereunder as agent for Lessor and hereby releases Murphey, Taylor & Ellis, Inc., from any and all liability for any action of Murphey, Taylor & Ellis, Inc., its heirs, successors or assigns. At the discretion of Murphey, Taylor & Ellis, Inc., any and/or all escrowed funds may or may not be placed in an interest bearing account and any interest earned on such funds and/or account is to be credited to the Broker in order to perform all of Lessor's obligations hereunder. Lessor covenants and agrees to pay Murphey, Taylor & Ellis, Inc., its heirs, successors or assigns on the first day of the term a procurement fee as follows: (i) if the term is less than one (1) year, the procurement fee will be equivalent to one-half the first full month's total rental (including base and additional rentals) and an additional one-half of the twelfth month's total rental if the Lease remains in effect to that time; (ii) if the term is equal to or more than one (1) year but less than three (3) years, the procurement fee will be equivalent to the first full month's total rental; (iii) if the term is equal to three (3) years but less than five (5) years the procurement fee will be equivalent to two times the first full month's total rental; (iv) if the term is equal to five (5) years or longer, Lessor and Murphey, Taylor & Ellis, Inc., shall negotiate a fair and equitable procurement fee. On renewals the procurement fee will be one-half (1/2) month's total rental for Leases up to three (3) years and one (1) month's total rental for Leases three (3) years or longer. Should the rental vary during the term, the procurement fee will be equivalent to the average monthly rental throughout the term of the Lease.

Lessor further covenants and agrees to pay Murphey, Taylor & Ellis, Inc., its heirs, successors or assigns on the first day of each month during the term and any renewals, a commission equal to six (6%) percent of the total monthly rental (including base and additional rentals). Lessor and Lessee each hereby covenant and agree that the agency of Murphey, Taylor & Ellis, Inc. is coupled with an interest and do further covenant and agree that Murphey, Taylor & Ellis, Inc., is hereby irrevocably vested with all the rights of a third party beneficiary of this contract and may bring suit in its own name and that no modification or termination of the Lease shall adversely affect its right hereunder unless made with its written consent. In the event the Lease is terminated solely because of default on the part of Lessee, Lessor shall be relieved of liability for Murphey, Taylor & Ellis, Inc.'s commission and Lessee shall be liable for the same. In the event that Lessee acquires title to the Premises, or any part thereof, or any other premises as an expansion of, addition to, or substitution for, the Premises, at any time during the term of this Lease, any renewals thereof, or six months after the expiration of the term hereof or the extended term hereof, then Lessor shall pay Murphey, Taylor & Ellis, Inc., its heirs, successors or assigns a commission on the sale of the Premises in the amount equal to 6% of the gross sales price of the property in lieu of any further commission which otherwise would have been due under this Lease. Lessor hereby conveys to Murphey, Taylor & Ellis, Inc., a special lien upon the Premises as Security for its commissions accruing hereunder.

In addition to the covenants to pay commission set forth herein shall be deemed to run with the land and be binding not only upon the original Lessor, who shall remain liable (even though its liability hereunder may otherwise be limited) to Murphy, Taylor & Ellis, Inc., but also upon his successor or successors in title or interest, whether immediate or remote, and each such successor or successors shall be deemed to have personally assumed the obligation to pay such commissions. In the event that Lessor or Lessee or the successor of either or both extend this Lease or enter into a new or renewal lease at the expiration of this Lease that includes all or part of the Premises, Murphy, Taylor & Ellis, Inc., shall be deemed the procuring cause of the same and the Lessor thereunder shall pay to Murphy, Taylor & Ellis, Inc., its procurement fee and rental commission and this paragraph shall be deemed to be incorporated into such extension, new or renewal lease.

Notices (31) Whenever any notice, request, or demand is required or permitted under this Lease, the same shall be in writing and may be served by depositing the same post paid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail, and addressed to Lessor, c/o Murphy, Taylor & Ellis, Inc., 3095 Vineville Ave., Macon, Georgia 31204, or to Lessee at the following address:

3117 Vineville Ave. Macon, GA

Improvements by Lessor (32) Lessor agrees at its expense to make the improvements to the Premises shown on Exhibit(s) A which are attached hereto and made a part hereof.

Effect of Titles (33) The titles placed on this Lease are for convenience only and shall be disregarded in construing this Lease.

Entire Agreement (34) This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described in Paragraph 26, shall be binding upon Lessor or Lessee unless reduced to writing and signed by Lessor and Lessee.

Special Stipulations (35) Any Special Stipulations below or set forth in the attached Exhibit(s) A insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

(36) Lessee shall only be responsible for the initial \$500.00, per occurrence, for any expense associated with the repair and/or replacement of the existing HVAC system servicing the premises. Additionally, Lessee is obligated to service and maintain the HVAC system a minimum of two (2) times per year at its sole cost and expense during the lease term. Failure to provide proof of such service to Lessor upon request will result in Lessee being obligated for any and all expense associated with the repair and replacement of the existing HVAC system servicing the premises. Should Lessor or Lessee replace the system or any portion thereof, during the term of this agreement, Lessee would immediately become responsible for any and all expense associated with the repair and/or replacement of the new system or that specific portion thereof; however, Lessee would benefit from any warranties provided upon such installation.

(37) The Lessee's rent schedule for the lease term shall be as follows:

Base rent: \$ 1,866.00
Taxes: \$97.00
Insurance: \$50.00
Common Area Maintenance: \$ 112.00
Total: \$2,125.00

Lessee's monthly rental is subject to the terms and conditions contained in Exhibit "A" attached hereto regarding the additional expenses (taxes, insurance and common area maintenance) associated with the premises

LESSOR: Midtown Plaza West, A Georgia General Partnership

[Signature] As Agent for Lessor

(SEAL)

Date and Time executed by Lessor: 3/8/2024

BROKER: Murphy, Taylor & Ellis, Inc.

[Signature]

(SEAL)

Date and Time executed by Broker: 3/8/24

LESSEE: Walco Beverage, Inc. d/b/a Vineville Beverage & Cigar

[Signature]

(SEAL)

(SEAL)

Date and Time executed by Lessee: 3-7-24

EXHIBIT A

Taxes, Insurance and Common Area Charges

(1) In addition to the base rent described in this Lease and commencing at the same time as any rental commences under this Lease, Lessee shall pay to Murphey, Taylor & Ellis, Inc. as additional monthly rental, the "Lessee's Proportionate Share" has herein defined, of the following items herein call "Adjustments".

(a) All real estate taxes and assessments levied upon and/or assessed against the Premises (which includes and, building, and improvements thereon) and all costs involved in any appeal process to lower the valuation of the Premises;

(b) All insurance premiums paid by Lessor on the Premises (which includes land, buildings and improvements hereon) including, fire and extended coverage, liability, and any other insurance that Lessor deems necessary on the Premises.

(c) All costs to maintain, repair and replace common areas, parking lots, sidewalks, canopy systems, common signage, driveways and other areas used in common areas by the tenants of the Center. All costs to supervise and administer said common area, parking lots, sidewalks, canopy systems, common signage, driveways, and other areas used in common by the tenants or occupants of the Center. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Murphey, Taylor & Ellis, Inc. to supervise and administer same in an amount equal to ten (10%) percent of the total costs above. Any parking charges, utilities, surcharge, or any other costs levied, assessed or imposed by, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises.

(2) "Lessee's Proportionate Share" shall be a fraction whose denominator is the square foot area of the Center which is agreed to be 1,760 square feet and whose numerator shall be the square foot area of the Premises which is agreed to be 10,552 square feet. Lessee's Proportionate Share shall be 16.7%. If during the term of this Lease should the size of the Premises change, then the Lessee's Proportionate Share would be revised to reflect such change.

(3) Upon commencement of rental Lessor shall submit to Lessee a statement of the anticipated monthly adjustments for the period between such commencement and the following January and Lessee shall pay these Adjustments on a monthly basis concurrently with the payment of the base rent. Lessee shall continue to make said monthly payments until notified by Lessor of a change thereof. By December 31st of each year Lessor shall endeavor to give Lessee a statement showing the total Adjustments for the Center for the prior calendar year and Lessee's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Lessee has made for the prior calendar year be less than the Lessee's actual share of such Adjustments then lessee shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Lessor. Any over-payment by Lessee shall be credited towards the monthly adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with the actual determination of such Adjustments after each calendar year as above provided; except that in any year in which resurfacing is contemplated Lessor shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments for the year in which this Lease terminates, Lessee shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Lessor to Lessee. Failure of Lessor to submit statements as called for herein shall not be deemed to be a waiver of Lessee's requirement to pay sums as herein provided.

Lessee's said anticipated monthly adjustments are based upon Lessor's best estimate of such costs during the initial lease term. Lessor's estimate is based upon the allocation of:

Real Estate Taxes:	\$ <u>97.00</u> /month
Insurance:	\$ <u>50.00</u> /month
Common Area Charges:	\$ <u>112.00</u> /month
Total Monthly Charges:	\$ <u>259.00</u> /month

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: Cole Benton Date: 4-29-25

Business Name: Vineville Beverage and cigar

I hereby certify that Michael Cole Benton (Agent) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 29 day of April, 2025

J Barnes
Notary Public



06.2029
My Commission Expires

Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: _____ Date: _____
(If different from Agent)

Title: _____

Business Name: _____

I hereby certify that _____ (Applicant) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This _____ day of _____, 20____.

Notary Public

My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Vineville Beverage

Business Address: 3117 Vineville Avenue

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Cel Benton
Applicant/Agent Signature

4-29-25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

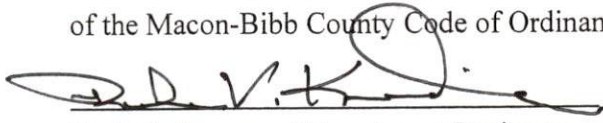
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: Vineville Beverage

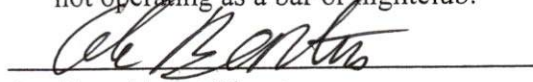
Business Address: 3117 Vineville Avenue

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.


Code Enforcement Department Designee

May 1, 2025
Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


Applicant/Agent Signature

May 1, 2025
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Cole Benton

Signature

Cole Benton

Print Name

04-29-25

Date



Alcohol License Questionnaire

Name of Business: Vineville Beverage
 Owner's Name: Michael Benton
 Address: 3117 Vineville Avenue
Macon GA 31204

1. Do you own or are you leasing your business location? Own ✓ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below ✓ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☒ Yes ☐ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

Cole Benton

Signature

Cole Benton

Print Name

4-29-25

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Vineville Beverage

Business Address: 3117 Vineville Avenue

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

Ceh Benton
Applicant/Agent Signature

4-24-25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Michael M Benton
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Pinebrook Bottle Shop

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Michael M Benton Michael M Benton
Print and Sign Name

Sworn to and subscribed before me this

12 day of May, 2025.

Sonia S. S. S.

Notary Public

My Commission Expires: December 20, 2028

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Michael C Benton
2. Name of the subject of this Certificate, if different from the applicant:
Stewart Vernon
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

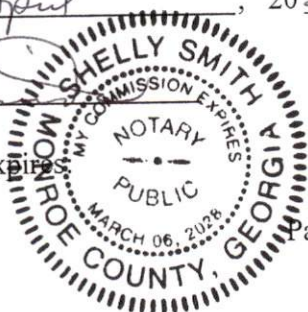
Stewart Vernon 
Print and Sign Name

Sworn to and subscribed before me this

29 day of April, 2025.

Notary Public

My Commission Expires



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Michael C Benton

2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Pine Brook Bottle Shop

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Michael C. Benton

Print and Sign Name

Sworn to and subscribed before me this

29 day of April, 2025.

J. Barnes
Notary Public

My Commission Expires: 04.04.2029





Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Michael Cole Benton – No Fingerprints Required

Business Name: Walco Beverage Inc dba Vineville Beverage & Cigar

Business Address: 3117 Vineville Avenue, Macon, GA 31204

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	5/23/2025 _____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/14/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 19, 2025 PRE-COMMISSION AGENDA



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	☒ Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P	\$800	*Wine C.O.P	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Wine Tasting	\$500
Sunday Sales	\$300	Brown Bag	\$0	Alcohol Beverage Caterer	\$600
☒ Temporary Alcohol License	\$100				
Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 1500.00 Alcohol License Fees + \$400 Application Fee = \$ 1900.00

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☐ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 99-3825843 State Tax ID #: 20299641081
 Business Name: DOS Amigos Food Mart Corporate and Trade Name: DOS Amigos 584 LLC
 Local Business Address: 584 Emory Hwy, Macon, GA 31217
 (P.O. Box Not Allowed) City State Zip
 Mailing Address: 584 Emory Hwy, Macon, GA 31217
 (City State Zip)
 Local Business Phone #: 478-388-4719 Email Address: DOS Amigos 584@gmail.com
 Contact Person: Urvishkumar Chaudhary Contact Phone #: 478-388-4719

AGENT

Agent's Name: Urvishkumar Chaudhary Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 359 Eagle Ridge RD City: MAcon State: GA Zip: 31216
 Home Phone #: 478-388-4719 Email: DOS Amigos 584@gmail.com
 Mailing Address: 584 Emory Hwy City: MAcon State: GA Zip: 31217

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry From

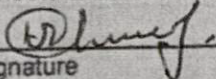
I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Urvishkumar P Chaudhari		
Address	359 Eagle Ridge Road, Macon, GA 31216		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		

This authorization is valid for _____ days from date of signature.

I, Urvishkumar P Chaudhari give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.


 Signature

3-13-2025
 Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____

Date _____

Date of Inquiry: _____ Time of Inquiry: _____ Operator's initials: _____

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title _____

Date _____

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) ✓ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Dos Amigos 584 LLC

Printed Name of Applicant: Urvishkumar Choudhary

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF February, 2025.

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Application Pending (asylum) - Temp Emp Auth

The applicant is not a citizen or national of the U.S. and has filed a Form I-589 application for asylum, but a decision on the application has not yet been made. This response also indicates that SAVE verified the applicant has a valid EAD. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. You will need to follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification**Number:** 0025038145933QW**Country of Birth:** IND - INDIA**Employment
Authorization****Document (EAD)****Expiration Date:** 11/17/2028**Provision of Law****Code:** C08

Agency Submitted Details

Full Name: urvishkumar p chaudhari**Date of Birth:** [REDACTED]**Alien Number:** [REDACTED]**Initiated On:** 02/07/2025**Initiated By:** IHAL0956**Point of Contact****Name:** Ian Hall**Point of Contact****Phone Number:** (478) 310-2173**Requested****Benefits:** Occup. Tax Cert.**Attached****Document:** No

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Browser Support](#) [Plug-ins](#) [Site Map](#) [V37.1 ICA](#) [V38 ICA - Draft](#)



U.S. Citizenship
and Immigration
Services

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: URVISHKUMAR CHAUDHARI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 584 EMERY HWY.
BUSINESS NAME: DOS AMIGOS FOOD MART

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

☒ Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

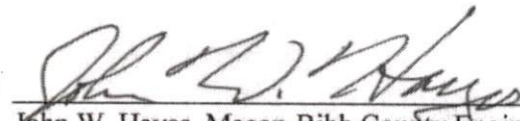
☐ Comply ☐ Not Applicable ☒ Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

☐ Comply ☐ Complies , but does not comply with other restrictions

☒ Not Applicable

By:


John W. Hayes, Macon-Bibb County Engineer

Date:

9/24/24

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

1,400' — Dos Amigos Food Mart
#584 Emery Highway
SCHOOL GROUND property line

1,450' — Burdell - Hunt Elementary
SCHOOL BUILDING

5,850' — Burdell - Hunt Elementary
COLLEGE CAMPUS property line

2,750' — Mercer Elementary - #433 Cherry St.
ALCOHOLIC TREATMENT CENTER building

8,100' — River Edge - Emery Hwy.
PUBLIC LIBRARY or BRANCH building

800' — Washington Memorial
MACON-BIBB COUNTY HOUSING AUTHORITY property

500' — Davis Homes
CHURCH (building)

420' — United House of Prayers - #478 Emery Hwy.
CHURCH GROUNDS

3,150' — United House of Prayer
M-B COUNTY RECREATION CENTER property

N/A — Rosa Jackson Recreation Center
Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
"Gas Station"

OK!
Paul J. Hornowski
2024
September 23, 2023

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
145066	640536	Print Legal Ad-IPL02199030 - IPL0219903		1	29 L

Attention: Urvishkumar Chaudhari

urvishkumar chaudhari
584 emery hwy
macon, GA 31217

dosamigos584@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer and wine

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the February 1, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Dos Amigos 584 LLC/ Dos Amigos food mart, 584 Emery Hwy, Macon, GA 31217. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 8, 2025. Urvishkumar Chaudhari, Applicant
IPL0219903
Feb 28, Mar 7 2025

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

02/28/25, 03/07/25

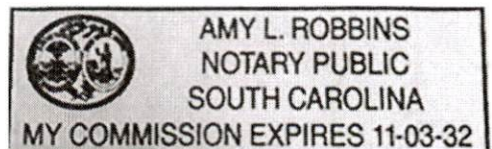
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 10th day of March in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2431	PERMIT TYPE: Permitted Use	DATE ISSUED: 10/11/2024
PARCEL NO: R0720314	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Urvishkumar Chaudhari Dos Amigos Food Mart	
PROPOSED USE:	Change of ownership C-store with fuel sales and alcohol PTG	
ADDRESS OF PROPOSED USE:	584 EMERY HWY AKA 590 Emery Hwy	
PROPERTY OWNER'S NAME:	RHODY DEVELOPMENT LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing c-store with fuel sales and alcohol packaged to-go. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 10/11/2025

APPROVED BY: *Thomas Neaves*

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Dos Amigos 584 LLC	Control Number:	24125626
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	584 Emery Hwy, Macon, GA, 31217, USA	Date of Formation / Registration Date:	6/27/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Urvishkumar Chaudhari**
Physical Address: **359 Eagle Ridge Road, Macon, GA, 31216, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Dos Amigos Food Mart Name of Corporation: Dos Amigos 584 LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Urvishkrmas Chaudhary Telephone Number: 478-388-4719

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 359 Eagle Ridge Rd, Mableton, GA 31216

P.O. Box Not Allowed (City State Zip)

Mailing Address: 584 Emory Hwy, Mableton, GA 31217

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - o General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
 - o Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - o General Partner holding _____ % of all outstanding general partnership interests.
 - o Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - o Managing Member, Total number of Managing Member(s): 1
 - o Member holdings 100 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
 - o Corporate Officer: Yes ___ No ___
- ☐ Other
 - o Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Urvish Kumar Last Name: Chaudhary
Home Address: 359 Eagle Ridge RD City: MACON State: GA Zip: 31216
Home Phone #: 478-388-4719 Email: DOS Amigos 584 @ Gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 584 Emory Hwy City: MACON State: GA Zip: 31217

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color photograph of applicant.
- \$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

2-7-2025
Date

I hereby certify that Urvish Kumar Chaudhary signed his/her name to forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 7 day of February, 20 25.

[Signature]
Notary Public



03.11.2025
My Commission Expires

Rev. 7/202121





Urvishkumar Chaudhari



AH001551

ALCOHOL HANDLER

EXP: 12/31/2025

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 1st day of August, 2024, by and between **RHODY DEVELOPMENT LLC**, a Georgia limited liability company with an address of **PO Box 2300 Thomasville Ga 31799**, ("Landlord") and **DOS AMIGOS 584 LLC**, a Georgia limited liability company with an address of **584 Emery Hwy Macon Ga 31217**, ("Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, property and improvements located at, **584 Emery Hwy Macon Ga 31217** and more particularly described in Exhibit "A" (the "Premises").

2. **Term of Lease.** The Term of this Lease shall commence on the 1st day of August 2024 and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of July 2029. This Lease may be renewed, unless terminated sooner as provided hereinafter, for one additional Two five-year term ("Renewal Term") by Tenant provided Tenant is not in default at time of notice and renewal date. Tenant must give written notice of its election to renew, at least One Hundred Twenty (120) days prior to the end of the Term.

3. **Rental.** (a) Tenant agrees to pay Landlord, by payments at Landlord's office at P.O. Box 2300, Thomasville, GA 31799, or at any other address as designated by Landlord, promptly on the first day of each month in advance, during the Term and the Renewal Term of this Lease, rent as follows:

Years 1-5	\$ 6,000.00 per month.
Years 6-10	\$ 6,600.00 per month

An additional sum of ten percent (10%) of any rental payment made subsequent to the grace period after due date shall be paid by Tenant to Landlord. The first month's rent shall due and payable at the execution of this lease.

4. **Utility Bills and Taxes.** Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other

sanitary services rendered to leased Premises or used by Tenant in connection therewith. Tenant shall bear and pay all ad valorem and other taxes levied against the Premises, fixtures, personal property 100% tax or the business operated by Tenant. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services, taxes, or other amounts due, Landlord may pay same and such payment may be added to the rent next due.

5. Use of Premises. The Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition. Landlord shall allow gaming machines for use on the Premises with the Tenant provided they are operated within the appropriate governing laws and Tenant assumes all of the liability associated with any gaming activity on the Premises and Tenant indemnifies Landlord against all claims resulting from any wrong doing related to the gaming machines which indemnity shall survive termination of this Lease.

6. Operation of the Premises. Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least 6 a.m. – 9 p.m., seven days per week; and (7) comply with all requests necessary to keep the then existing brand (currently Sunoco) at the location.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any replacement brand of motor fuel. Tenant shall comply with these guidelines and to provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event, Tenant fails to comply with its obligations under this paragraph, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended with the rent payment next due.

7. Abandonment of Leased Premises. Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease and agrees to use said Premises only for purposes

herein leased until the expiration or termination hereof. None of the equipment upon the Premises shall be removed from the Premises.

8. Repairs and Maintenance. Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises and equipment in their present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all other improvements, and fixtures located on the Premises. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or the equipment.

9. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (5) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above.

(e) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant. Further Tenant agrees to

participate in the GUST Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the GUST Trust Fund should a release occur. This indemnity shall survive termination of this Lease.

10. Destruction of or Damage to Premises. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, this Lease shall not terminate, and rental shall not abate and Landlord shall restore Premises to substantially the same condition as existed before damage as speedily as practicable.

11. Indemnification of Landlord Against Loss or Claim. Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$250,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. This indemnity shall survive the termination of this Lease.

12. Insurance of the Premises. Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured. Additionally, Tenant must, at Tenant's cost keep the entire building and improvements located on the Premises insured through an insurance company licensed to do business in the State of Georgia and in the amount of one hundred percent (100%) of the insurable value thereof. Such policies shall provide for payment of loss thereunder to Landlord, Tenant, and any mortgagee or mortgagees as their interest may appear and shall be delivered to Landlord, such mortgagee or mortgagees, or any assignee of Landlord or any mortgagee, if so requested. A certificate of insurance shall be delivered to Landlord annually. Such certificate shall provide that Landlord is an additional insured under the policy and that policies may not be cancelled without 30 days prior written notice to Landlord. Such policies shall provide for insurance coverage against such risks as are or shall be customarily covered with respect to buildings and improvements similar to construction, general location, use, and occupancy to the building then on the Premises, but not less than those which are included in the usual eight point fire insurance policy in the Georgia standard form or extended coverage insurance policy, including fire, windstorm, hail, civil commotion, collapse of building, explosion, riot, damage from aircraft and vehicles, smoke and glass, vandalism, and malicious mischief.

13. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

14. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

15. **Assignment and Subletting.** Tenant may not assign and/or sublet this Lease with the prior written consent of Landlord, but Tenant shall remain liable under this lease and the successor in interest must also sign an assignment and assume all liabilities.

16. **Default.** It is mutually agreed that in the event Tenant shall default in the payment of rent after given 5 days written notice to cure the default, including additional rent, herein reserved, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in paragraph 6 and not cleared the default after given twenty day written notice ; **OR IF THE BUSINESS OPERATED UPON THE PROPERTY IS DEBRANDED FROM THE APPLICABLE PETROLEUM BRAND AS THE RESULT OF THE ACTS OR OMISSIONS OF TENANT**; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Supply Agreement for the Premises or causes through its acts of omissions an actual or threatened debranding of the Premises by the then current supplier or brand, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon

Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term or Renewal Term.

17. Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall execute and deliver (subject to delays caused by Landlord's lender or other third parties), within ten (10) business days after receipt of written request by Landlord an subordination, non-disturbance and attornment agreement ("SNDA") with respect to any such deed to secure debt.

Tenant agrees, from time to time and within 10 business days after written request by Landlord, to deliver to Landlord's lender or prospective purchaser of the Premises, an estoppel certificate stating, to the best of the knowledge of Tenant's manager of the Premises, such factual matters pertaining to this Lease as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Premises or of any interest therein.

19. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

20. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

21. Attorney's Fees and Homestead. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. **Security Deposit.** Tenant shall deposit with Landlord one month's rent in the amount of \$7,000.00 at the commencement of this Lease. Upon the expiration of this Lease, at which time there was no default by the Tenant, Landlord shall return the Security Deposit to Tenant. If Tenant fails to timely pay the rental amount as it becomes due, Landlord shall apply the Security deposit towards the rental amount and Tenant must refresh the Security Deposit with Landlord upon request.

23. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

24. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

25. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

26. **Time of Essence.** Time is of the essence of this agreement.

27. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

28. **Additional Provisions.**

28.1. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including , but not limited to, selling the Premises, operating a gas station or convenience store upon the Premises, converting the

Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; c) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; d) Any improvements, fixtures or equipment are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and f) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

28.2. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

28.3 Tenant agrees to be bound by the contract of fuel rights with PetroSouth, Inc. (attached as Exhibit "B"). Tenant shall abide by the terms of said agreement for the duration of its lease term. Landlord has the unilateral right to change brands and Tenant agrees to abide by the terms of any successor agreement.

29. Guaranty. The Lease will be separately guaranteed by Urvishkumar Chaudhari .

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

**LANDLORD:
RHODY DEVELOPMENT LLC**

By: MUKESH B. PATEL (L.S.)
MUKESH B PATEL, sole Member

**TENANT:
DOS AMIGOS 584 LLC,**

By: Urvishkumar Chaudhari (L.S.)
URVISHKUMAR CHAUDHARI, Sole

member

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: [Signature] Date: 2-7-2025

Business Name: Dos Amigos 584 LLC

I hereby certify that Urvishkumar Chaudhari (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 7 day of Feb, 2025

[Signature] Notary Public



03.11.2025
My Commission Expires

Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: _____ Date: _____
(If different from Agent)

Title: _____

Business Name: _____

I hereby certify that _____ (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This _____ day of _____, 20____.

Notary Public

My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Dos Amigos 584 LLC

Business Address: 584 Emory Hwy, Macon, GA 31217

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

x 
Applicant/Agent Signature

7-25-24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: DOS AMIGOS 584 LLC

Business Address: 584 EMERY HWY, MACON, GA 31217

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Anthony C Fox
Code Enforcement Department Designee

01/31/2025
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

x [Signature]
Applicant/Agent Signature

2-7-2025
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Urvichkumar
Signature

Urvichkumar Chaudhari
Print Name

2 - 25 - 25
Date



Alcohol License Questionnaire

Name of Business: DOS AMIGOS SBH LLC
 Owner's Name: Urvishkumar Chaudhary
 Address: SBH EMERY HWY,
MALDEN, MA 02148

1. Do you own or are you leasing your business location? Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No


 Signature

Urvishkumar Chaudhary
 Print Name

2-25-25
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

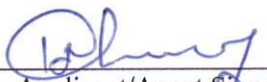
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: DOS AMIGOS

Business Address: 584 EMERY HWY, MACON, GA 31217

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

2-25-25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Urvishkumar Chaudhari - owner Business

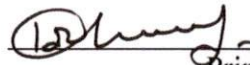
2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

 Urvishkumar Chaudhari
Print and Sign Name

Sworn to and subscribed before me this

7 day of February, 20 25.

Jasmine Barnes
Notary Public
My Commission Expires: 03.11.2025



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MUKESH PATEL PROPERTY owner

2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

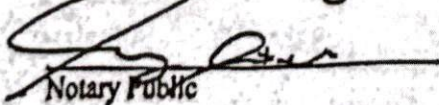
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

MUKESH B. PATEL / MUKESH B. Patel

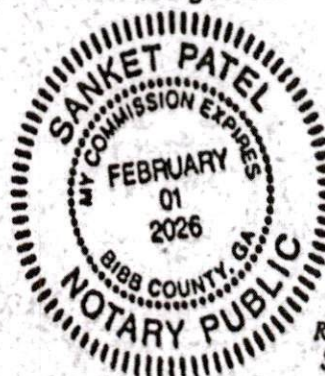
Print and Sign Name

Sworn to and subscribed before me this

7th day of February, 2025.


Notary Public

My Commission Expires: February 2nd, 2026



Page 2 of 2

Rev. April 2022
See O-22-0011



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Urvishkumar Chaudhari – Fingerprints Completed: 03.14.2024

Business Name: Dos Amigos 584 LLC dba Dos Amigos Food Mart

Business Address: 584 Emery Highway, Macon, GA 31217

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		3/18/2025
Granted	_____ Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted		
	_____ Mayor, Macon-Bibb County, Georgia	Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted		
	_____ Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied	_____ Clerk of the Macon-Bibb County Commission, Georgia	Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/14/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE BIBB JUDICIAL CIRCUIT DISTRICT ATTORNEY’S OFFICE AND CYNTHIA ADAMS FOR THE PROVISION OF CONTRACT ATTORNEY CHIEF OF APPEALS SERVICES, IN AN ANNUAL AMOUNT OF \$84,000.00, TO BE PAID FROM THE GENERAL FUND – DISTRICT ATTORNEY – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb Judicial Circuit District Attorney’s Office intends to hire Cynthia Adams on a contract basis, at a rate of \$7,000.00 per month, to provide contract attorney services, namely to serve as the Chief of Appeals; and

WHEREAS, Mrs. Adams has the requisite skills and experience to provide these services; and

WHEREAS, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to approve the hiring of consultants without going through the competitive procurement process; and

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of Ms. Adams to perform the aforementioned services, for an annual cost of \$84,000.00; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission hereby authorizes the execution of a professional services agreement between the Bibb Judicial Circuit District Attorney’s Office and Cynthia Adams, in an annual amount of \$84,000.00, to

provide contract attorney Chief of Appeals services, to be paid from the General Fund – District Attorney – Contract Labor – Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Cynthia Adams for DA Contract Work 8-12-25.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH ACE ENTITIES, LLC, FOR EMERGENCY CULVERT AND ROAD REPAIRS ON HOPEWELL ROAD, IN THE AMOUNT OF \$94,500.00, TO BE PAID FROM THE ENGINEERING BUDGET – CONTRACT LABOR LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, where Hopewell Road passes over Lamar Branch, a tributary to Echeconnee Creek, a triple bay concrete culvert was installed to preserve the passage of those stream waters and preserve the integrity of the roadway; and

WHEREAS, as time has progressed, the culvert has been undermined due to erosion caused by the water flow from that stream; and

WHEREAS, upon recommendation by the County Engineer, the County Manager has determined that the condition of the culvert creates a threat to public health, welfare, or safety sufficient to justify the emergency procurement of repair services, as authorized in Macon-Bibb County Code of Ordinances Sec. 19-5.5; and

WHEREAS, to ensure compliance with local and state road construction procurement guidelines, the County Engineer sought three quotes to perform the necessary repair services; and

WHEREAS, Ace Entities, LLC, a domestic limited liability corporation maintaining its primary place of business in Macon-Bibb County, was the lowest responsive and responsible quote; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute and independent contractor agreement with Ace Entities, LLC, in the amount of NINETY-FOUR THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$94,500.00) for emergency culvert repair services, with such costs to be paid from the Engineering Budget – Contract Labor line item and with such Independent Contractor Agreement in a substantially similar form as the attached Exhibit “A”, incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener’s errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with ACE Entities for Emergency Culvert Repairs - \$94,500.00 - Engineering - 8.12.25.docx

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MACON-BIBB COUNTY AND ACE ENTITIES, LLC

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into by and between Macon-Bibb County (“County”), a political subdivision of the State of Georgia, and Ace Entities, LLC., (“Contractor”) a domestic limited liability corporation with a principal place of business at P.O. Box 26175, Macon, GA 31221, collectively referred to hereinafter as the “Parties.”

In consideration of the mutual promising and covenants herein contained, the Parties agree as follows:

1. Scope of Services.

Contractor shall commence, diligently pursue, and complete the emergency culvert/bridge repair services as set forth in this Agreement, and as more specifically detailed in Exhibit A – Contractor’s Quote incorporating Macon-Bibb Scope of Work for Emergency Culvert Repair at Hopewell Road, attached hereto and incorporated by reference. In general terms, this project shall include, without limitation, the installation of water diversion devices, erosion control, core drilling, & headwall installation. Contractor shall coordinate all work with the County Engineer. Contractor shall, and shall require its subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, as applicable to this work. Prior to beginning commencing work, Contractor shall coordinate actions with the Macon Water Authority to ensure adequate marking and identification of utilities.

Any work performed outside of the scope of this Agreement must be approved in writing prior to the performance of such work. All works shall include a one-year warranty from the date of completion covering materials and labor. All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

2. Term.

This Agreement shall become effective on the date it is executed by the last Party to do so and shall continue in full force and effect until the completion of Contractor’s duties hereunder, not to exceed one (1) year from the effective date, unless otherwise amended in writing. This Agreement shall automatically terminate on June 30 of each year and automatically renew on the subsequent July 1, for the life of this Agreement. This Agreement may only be extended by mutual written consent.

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- a. Schedule of Work. Contractor shall commence work within ten (10) calendar days following the receipt of the Notice to Proceed and shall execute all work diligently and

shall complete all work requirements within sixty (60) calendar days (the “Completion Date”) following the receipt of all necessary railroad permissions. This schedule also contemplates all clean up, demobilization, and other work necessary to return the project area to its final state.

- b. Contractor shall file Notice of Commencement with the Bibb County Superior Court Clerk within fifteen (15) days of physically commencing work as stated in O.C.G.A. § 36-91-92, and provide a stamped, filed copy of said notice to:

Macon-Bibb County Attorney’s Office
P.O. Box 247
Macon, Georgia 31202-0247

- c. Extension of Time. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the County, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.
- d. Liquidated Damages. Liquidated damages in the amount of \$75.00 may be charged to the Contractor for each day that the project is delayed beyond the Completion Date of the contract, as determined in the sole discretion of the County. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

3. Compensation.

County accepts Contractor’s quote price as shown in Exhibit A. Contractor shall receive NINETY-FOUR THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$94,500.00) (“Contract Price”) as full compensation for the services provided under this Agreement. Payment of amounts due shall be made within thirty (30) days of receipt of invoice from Contractor. A ten (10%) percent retainage will be withheld from each payment until final completion of the Project and acceptance of the work by County. County shall only pay for items used and actual work performed. No unauthorized work or material changes from the scope of this Agreement shall be compensated under a written change order has been approved by the County.

County shall not pay any interest penalties, or other amount claimed beyond the amount approved by the Macon-Bibb County Commission or Mayor, pursuant to the provisions of the Macon-Bibb County Code. County is tax exempt and cannot agree to pay any State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that any and all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

4. Method of Performing Services.

All work to be performed under this Agreement shall comply with all applicable State, Federal and local laws, rules, regulations, or ordinances, including all applicable provisions of the International Building Code. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

- a. Layout of Work. Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.
- b. Work Area. Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall use best efforts to not disrupt the business of the County during the performance of the Work. Contractor shall take all reasonable precautions protect all surrounding and adjoining spaces. Contractor shall not damage, endanger, compromise or destroy any part of the overall project or the Site, including without limitation, work by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures. In case of violation by Contractor, it shall be exclusively responsible for all costs associated with any repairs required to bring the condition back to the original state prior to the damage. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County. In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.
- c. Working Hours. Contractor shall be performed during regular working hours, Monday-Friday 8:30 a.m. – 5:00 p.m. Eastern Standard Time, excluding Federal, State and Local holidays.
- d. Vandalism. The Contractor shall take all reasonable precautions not to leave equipment and materials where they can be reached and be stolen, destroyed, or defaced, or used for defacing new or existing work at any time.
- e. Material Disposal. Contractor shall not allow trash/refuse, packaging, excess, salvage, or removed material (“disposal material”) to accumulate and shall be responsible for removing same from the premises. Burning of disposal material on site shall be strictly prohibited. All costs of removing disposal material shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal. Contractor shall be solely responsible and solely liable for ensuring any and all such

disposal material is disposed of in a manner compliant with State, Federal, and local requirements and guidelines.

5. Inspection.

The County Engineer or other inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

It is mutually agreed between the Parties, to prevent disputes and misunderstandings between them in relation to the scope of services, as detailed in these specifications, the County shall serve as the referee and final decision maker with regards to all matters related to design, specifications, and project terms of this Agreement.

County and inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

6. Relationship of Parties.

The Parties agree and acknowledge that Contractor is an independent contractor of County. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Contractor for any purpose. Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for Contractor and staff. Contractor shall also be responsible for all statutory insurance and other benefits required by law for Contractor and any staff. Contractor shall provide County with a completed W-9 form.

7. Contractor Representations, & Warranties.

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of

Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

- a. Professional Standards. Contractor represents and warrants that Contractor, and all employees and subcontractors thereof, have the necessary licenses, skill, and expertise to perform the work under this Agreement. The services performed will be performed in a professional and workmanlike manner in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing services like the services being provided. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.
 - b. Conformity. The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all exhibits attached hereto.
 - c. Materials Testing. For all materials testing required by law or as may otherwise requested for testing by County. Contractor shall use a quality management program to insure quality construction. Unless otherwise specified in this Contract, Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Contract Documents. Contractor shall arrange for tests and inspections, without any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work.
8. Owner's Right to Stop Project.

If Contractor fails to perform or fails to correct defective work, or persistently fails to carry out the work per the Contract, Owner may order Contractor to stop the work or any portion thereof until the cause for the order has been eliminated to the reasonable satisfaction of Owner. Contractor shall not get an adjustment in Contract time or Contract Amount under this clause. If Owner issues an order to stop work, and Contractor fails within seven (7) days to provide adequate assurance to Owner that the cause of such order will be eliminated or corrected, then Owner may carry out the work with its own forces, or with the forces of another Contractor, and Contractor shall be responsible for the cost of such.
9. Prohibition Against Contingent Fees.

Contractor by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. Subcontracting & Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. The County consents to the subcontracting of those portions of this Agreement identified by Independent Contractor in Exhibit A. No Agency relationship is created by this Agreement and Contractor has no power to bind County without County's prior written consent.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

13. Prohibition Against Employing Undocumented Workers.

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

14. Drug Free Workplace

Contractor, employees and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

15. Termination.

This Agreement may be terminated pursuant to the following provisions:

- a. Termination for Convenience. Either party may terminate this Agreement with fifteen (15) days written notice to the other Party. Upon termination, Contractor shall return all property of the County to the County. The County shall pay Contractor all earned fees up to the date of termination. Upon receipt of written notice of termination, Contractor shall cease work on the project.
- b. Termination for Default. The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor fail to perform this Agreement within the time specified herein or any extension thereof; fail to perform any of the other provisions of this Agreement; or fail to make progress so as to endanger performance of this Agreement in accordance with its terms, and such failure is not cured within a period of ten (10) days or longer (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event the County terminates this Agreement in whole or in part for default, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

16. Notices.

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or electronic mail, with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County
Attn: County Engineer
700 Poplar Street
Macon, GA 31202-0247

For Contractor:
Ace Entities, LLC
Attn: Brian Plotner
P.O. Box 26175
Macon, GA 31221

With a Copy to:
Macon-Bibb County
Attn: County Attorney
P.O. Box 247
Macon, GA 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

17. Indemnification.

Contractor and subcontractors shall indemnify and hold County, its officers, and employees harmless from damages, liabilities, costs or expenses, including reasonable attorney's fees and defense costs that arise from any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. Contractor's obligation to indemnify any Releasees shall survive the expiration of this Agreement by either Party for any reason. County is a political subdivision of the State of Georgia and is by that nature prohibited from indemnifying any private entity.

18. Insurance Requirements.

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia and shall be obtained prior to commencement of work. Insurance shall remain in force throughout the period of the contract with policy terms and limits as specified in Exhibit A All deductibles shall be paid by Contractor.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each Insured against whom any claim is made, or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of Insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.GA §50-21-37.

- a. Commercial General Liability Insurance Policy ("CGL"). Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

General Liability insurance shall include, without limitation, coverage for premises/operations; products and completed operations; broad form contractual; independent contractor and subcontractor; and underground explosion/collapse.

- b. Business Automobile Liability Insurance Policy ("BAL"). Contractor agrees to procure and maintain Business Automobile Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. Policy must have minimum \$1,000,000.00 combined single limit for bodily injury and/or property damage. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include owned automobiles, hired automobiles, and non-owned automobiles operated by Contractor, or any employee, licensee, independent contractor, or subcontractor thereof. Excess liability coverage may be used in combination with the base policy to obtain the limits noted above.
- c. Workers' Compensation Insurance. Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits established by Georgia law. Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker's Compensation Insurance and shall submit the certificate on the Contractor's letterhead.
- d. Evidence of Insurance. Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "B+" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

- e. County's Obligations. The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

19. Force Majeure.

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This provision shall not apply to any loss or damages arising from delays arising from the Covid-19 virus or any Covid-19 virus subvariant.

20. Compliance with Laws.

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. Specifically, but without limitation, Contractor shall comply with all applicable regulations of the International Building Code, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and Georgia Environmental Protections Division (EPD). Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, inspections, approvals, and permits required of Contractor in performing services and complying with this Agreement.

21. Venue & Choice of Laws.

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

22. Publicity.

Contractor shall not release without prior written approval from County, any publicity regarding services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County receiving goods or services under this Agreement.

23. Ownership of Documents.

Contractor agrees that all work product, intellectual property, and information generated in providing services to the County shall be considered "work for hire" and will become the property of County from the time of its creation. County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided for in this Agreement.

24. Georgia Open Records Requirements.

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act. Any information Contractor in good faith believes falls within the exception to the Georgia Open Records Act afforded to "Trade Secrets" must be accompanied by the affidavit required by said Act. It shall be solely Contractor's duty to ensure any "Trade Secrets" are designated as such in accordance with the Act.

25. Waiver.

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred.

26. Severability.

If any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

27. Title, Captions, & Headings.

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

28. No Drafting Presumption.

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

29. Survival.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Previous Agreements.

Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

31. Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be deemed fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart may contain all the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by electronic mail or other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

32. Entire Agreement.

The Parties agree and acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written between the Parties as pertaining to this same subject matters. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices or other business forms. Any such terms or provisions shall be of no force or effect and shall be deemed objected to by County.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused their respective seals to be affixed hereto to be effective as of the date executed by both Parties.

MACON-BIBB COUNTY:

By: _____
Lester Miller, Mayor Date _____

Attest: _____
Janice S. Ross, Clerk of Commission Date _____

(SEAL)

ACE ENTITIES, LLC:

By: _____

(Name/Title) Date _____

Attest: _____

(Name & Title) Date _____

(SEAL)

Q:\Atty\AEB\Contracts\FY 2025 Contracts\2026-0146 Ace Entities - Emergency Culvert Repairs Hopewell Road - \$94,500.00 - 8-4-25.docx

Exhibit A



July 16, 2025

Macon-Bibb County

Scope of Work

Project: Hopewell Road Culvert Repair

Ace Entities proposes the following scope to remediate undermining and erosion beneath the existing triple-bay concrete culvert located at Hopewell Road:

Site Conditions

- The culvert has been hydraulically undermined by stream flow, eroding approximately 6 to 10 feet of soil beneath the structure.
- The structure is classified as a bridge by GDOT standards, although it is referred to as a culvert locally.

Proposed Repair Plan

- Cofferdam & Water Diversion
 - Install cofferdams upstream and downstream.
 - Pump and bypass stream flow to dewater work area beneath the culvert.
- Soil Remediation & Concrete Work
 - Excavate and remove all unsuitable or eroded soils.
 - Form and tie a rebar cage to act as a structural mat beneath the culvert.
 - Pour 4,000 PSI concrete with a 7–8” slump directly beneath the culvert.

- Mechanically vibrate concrete in place to ensure void-free fill.
- Core Drilling & Verification
 - Core multiple 4-inch holes through the culvert floor above the undermined area to:
 - Visually verify erosion depth and extent.
 - Monitor concrete flow beneath the culvert during pour.
 - Allow access for mechanical vibration of concrete.
- Headwall & Erosion Prevention
 - Construct a headwall approximately 1 foot from the downstream edge of the culvert.
 - Pour a 2:1 concrete slope (“skirt ramp”) extending the full 25–30 ft width of the culvert to transition water to creek elevation.
 - Reuse existing riprap and broken concrete debris on site to armor the base of the slope.
- Traffic Control & Safety
 - Provide all necessary traffic control (signage, barriers, supervision) per Macon-Bibb safety requirements.
 - Maintain safe work zones and ensure minimal disruption to traffic flow.
- Equipment, Labor & Materials
 - Ace Entities will furnish all pumps, forms, tools, labor, materials, and supervision required to complete the work.
- Permitting
 - No permits are required for this scope of work as confirmed by Macon-Bibb.

Total Cost

Lump Sum Price: \$94,500.00

Includes all labor, materials, equipment, traffic control, and disposal where necessary.

Please review the scope above and let us know if you have any revisions or questions. We are prepared to schedule this work promptly upon your approval.

Sincerely,

Brian Plotner
Ace Entities LLC

PO BOX 26175
Macon Ga 31221
Cell- (478)-808-5023
Office- (478)-960-1580



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC, FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,896,165.22, TO BE PAID FROM LMIG 2024 GRANT FUNDS AND 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, Invitation for Bids (“IFB”) No. 25-054-LH was published on June 30, 2025, soliciting bids for the repair and resurfacing of various sections of the roadways; and

WHEREAS, IFB No. 25-054-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (223) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, three (3) self-identified as Hispanic/Latino-owned, and one (1) self-identified as Native American owned; and

WHEREAS, on the published due date of July 31, 2025, eight (8) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, Professional Paving Services, LLC, a Georgia limited liability company with its primary place of business in Macon-Bibb County, whose total bid was

the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission accepted the award of LMIG 2024 grant funds and appropriated the required 30% local match from the 2018 SPLOST for use in funding LMIG paving projects on October 3, 2023, in Ordinance O-23-0058; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Professional Paving Services, Inc., in the amount of ONE MILLION, EIGHT HUNDRED NINETY-SIX THOUSAND, ONE HUNDRED SIXTY-FIVE DOLLARS AND TWENTY-TWO CENTS (\$1,896,165.22) for deep patch asphalt resurfacing services to be paid from LMIG 2024 grant funds and SPLOST funds, with such Independent Contractor Agreement in a substantially similar form as the attached Exhibit "A", incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Professional Paving Serices for LMIG Paving - \$1,896,165.22 - 8-6-25.docx

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MACON-BIBB COUNTY AND
PROFESSIONAL PAVING SERVICES, LLC

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into by and between Macon-Bibb County (“County”), a political subdivision of the State of Georgia, and Professional Paving Services, LLC, (“Contractor”) a domestic for-profit corporation with a principal place of business at 5962 Zebulon Road, Suite 138, Macon, Georgia 31210, collectively referred to hereinafter as the “Parties.”

In consideration of the mutual promising and covenants herein contained, the Parties agree as follows:

1. Scope of Services.

Contractor shall commence, diligently pursue, and complete the deep patch and resurfacing services as set forth in this Agreement, and as more specifically detailed in Exhibit ” – Invitation For Bids # 25-054-LH-LH – Deep Patch with Asphalt Resurfacing Projects (Exhibit A), attached hereto and incorporated by reference. In general terms, this project shall include, without limitation, milling, patching, and resurfacing of the streets identified in Exhibit A. Contractor shall coordinate all work with the County Engineer. Contractor shall, and shall require its subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411. Prior to beginning commencing work, Contractor shall coordinate actions with the Macon Water Authority to ensure adequate marking and identification of utilities.

Any work performed outside of the scope of this Agreement must be approved in writing prior to the performance of such work. All works shall include a one-year warranty from the date of completion covering materials and labor. All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

2. Term.

This Agreement shall become effective on the date it is executed by the last Party to do so and shall continue in full force and effect until the completion of Contractor’s duties hereunder, not to exceed one-year from the effective date, unless otherwise amended in writing. This Agreement shall automatically terminate on June 30 of each year and automatically renew on the subsequent July 1, for the life of this Agreement. This Agreement may only be extended by mutual written consent.

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in

accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- a. Schedule of Work. Contractor shall commence work within ten (10) calendar days following the receipt of the Notice to Proceed and shall execute all work diligently and shall complete all work requirements within one hundred fifty (150) calendar days (the "Completion Date") following the receipt of all necessary railroad permissions. This schedule also contemplates all clean up, demobilization, and other work necessary to return the project area to its final state.
- b. Contractor shall file Notice of Commencement with the Bibb County Superior Court Clerk within fifteen (15) days of physically commencing work as stated in O.C.G.A. § 36-91-92, and provide a stamped, filed copy of said notice to:

Macon-Bibb County Attorney's Office
P.O. Box 247
Macon, Georgia 31202-0247

- c. Extension of Time. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the County, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.
 - d. Liquidated Damages. Liquidated damages in the amount of \$75.00 may be charged to the Contractor for each day that the project is delayed beyond the Completion Date of the contract, as determined in the sole discretion of the County. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.
3. Compensation.
County accepts Contractor's bid price as shown in Exhibit B – Contractor's Submitted Bid Schedule, attached hereto and incorporated by reference. Contractor shall receive ONE MILLION,EIGHT HUNDRED NINETY-SIX THOUSAND, ONE HUNDRED SIXTY-FIVE DOLLARS AND TWENTY-TWO CENTS (\$1,896,165.22) ("Contract Price") as full compensation for the services provided under this Agreement. Contractor shall be authorized to invoice County and entitled to payment for roads completed prior to final completion of the entire road list. Payment of amounts due shall be made within thirty (30) days of receipt of invoice from Contractor. A ten (10%) percent retainage will be withheld from each payment until final completion of the Project and acceptance of the work by County. County shall only pay for items used and actual work performed. No unauthorized

work or material changes from the scope of this Agreement shall be compensated under a written change order has been approved by the County.

County shall not pay any interest penalties, or other amount claimed beyond the amount approved by the Macon-Bibb County Commission or Mayor, pursuant to the provisions of the Macon-Bibb County Code. County is tax exempt and cannot agree to pay any State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that any and all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

4. Method of Performing Services.

All work to be performed under this Agreement shall comply with all applicable State, Federal and local laws, rules, regulations, or ordinances, including all applicable provisions of the International Building Code. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

- a. Layout of Work. Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.
- b. Work Area. Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall use best efforts to not disrupt the business of the County during the performance of the Work. Contractor shall take all reasonable precautions protect all surrounding and adjoining spaces. Contractor shall not damage, endanger, compromise or destroy any part of the overall project or the Site, including without limitation, work by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures. In case of violation by Contractor, it shall be exclusively responsible for all costs associated with any repairs required to bring the condition back to the original state prior to the damage. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County. In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, to Contractor under this Agreement.

- c. Working Hours. Contractor shall be performed during regular working hours, Monday-Friday 8:30 a.m. – 5:00 p.m. Eastern Standard Time, excluding Federal, State and Local holidays.
- d. Vandalism. The Contractor shall take all reasonable precautions not to leave equipment and materials where they can be reached and be stolen, destroyed, or defaces, or used for defacing new or existing work at any time.
- e. Material Disposal. Contractor shall not allow trash/refuse, packaging, excess, salvage, or removed material (“disposal material”) to accumulate and shall be responsible for removing same from the premises. Burning of disposal material on site shall be strictly prohibited. All costs of removing disposal material shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal. Contractor shall be solely responsible and solely liable for ensuring any and all such disposal material is disposed of in a manner compliant with State, Federal, and local requirements and guidelines.

5. Inspection.

The County Engineer or other inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

It is mutually agreed between the Parties, to prevent disputes and misunderstandings between them in relation to the scope of services, as detailed in these specifications, the County shall serve as the referee and final decision maker with regards to all matters related to design, specifications, and project terms of this Agreement.

County and inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

6. Surety.

Contractor shall purchase a payment bond in the amount of 100% of the contract amount, and a performance bond in the amount of 110% of the contract amount. Each bond shall:

be in a form approved by Owner; incorporate by reference the terms of this Contract; be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of Sept. 13, 1982 (61 Stat. 877, 1046-49, as amended; 31 U.S.C. 9301, et seq.); be executed by a company licensed and authorized to do business in the state of Georgia; and be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so. Contractor shall deliver bonds and powers of attorney to Owner prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

7. Relationship of Parties.

The Parties agree and acknowledge that Contractor is an independent contractor of County. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Contractor for any purpose. Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for Contractor and staff. Contractor shall also be responsible for all statutory insurance and other benefits required by law for Contractor and any staff. Contractor shall provide County with a completed W-9 form.

8. Contractor Representations, & Warranties.

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

- a. Professional Standards. Contractor represents and warrants that Contractor, and all employees and subcontractors thereof, have the necessary licenses, skill, and expertise to perform the work under this Agreement. The services performed will be performed in a professional and workmanlike manner in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing services like the services being provided. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

- b. Conformity. The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all exhibits attached hereto.
 - c. Materials Testing. For all materials testing required by law or as may otherwise requested for testing by County. Contractor shall use a quality management program to insure quality construction. Unless otherwise specified in this Contract, Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Contract Documents. Contractor shall arrange for tests and inspections, without any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work.
9. Owner's Right to Stop Project.
If Contractor fails to perform or fails to correct defective work, or persistently fails to carry out the work per the Contract, Owner may order Contractor to stop the work or any portion thereof until the cause for the order has been eliminated to the reasonable satisfaction of Owner. Contractor shall not get an adjustment in Contract time or Contract Amount under this clause. If Owner issues an order to stop work, and Contractor fails within seven (7) days to provide adequate assurance to Owner that the cause of such order will be eliminated or corrected, then Owner may carry out the work with its own forces, or with the forces of another Contractor, and Contractor shall be responsible for the cost of such.
10. Prohibition Against Contingent Fees.
Contractor by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
11. Subcontracting & Assignment
Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. The County consents to the subcontracting of those portions of this Agreement identified by Independent Contractor in Exhibit A. No Agency relationship is created by this Agreement and Contractor has no power to bind County without County's prior written consent.
12. Conflicts of Interest
Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or

may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

13. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

14. Prohibition Against Employing Undocumented Workers.

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

15. Drug Free Workplace

Contractor, employees and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

16. Termination.

This Agreement may be terminated pursuant to the following provisions:

- a. Termination for Convenience. Either party may terminate this Agreement with fifteen (15) days written notice to the other Party. Upon termination, Contractor shall return all property of the County to the County. The County shall pay Contractor all earned fees up to the date of termination. Upon receipt of written notice of termination, Contractor shall cease work on the project.
- b. Termination for Default. The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor fail to perform this Agreement within the time specified herein or any extension thereof; fail to perform any of the other provisions of this Agreement; or fail to make progress so as to endanger performance of this Agreement in accordance with its terms, and such failure is not cured within a period of ten (10) days or longer (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event the County terminates this Agreement in whole or in part for default, the County may, upon such terms and in such manner as the County may deem appropriate, procure services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

17. Notices.

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or electronic mail, with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County
Attn: County Engineer
700 Poplar Street
Macon, GA 31202-0247

For Contractor:
Professional Paving Services, LLC
Attn: Jeffery Shephard
5962 Zebulon Road, Suite 138
Macon, GA 31210

With a Copy to:
Macon-Bibb County
Attn: County Attorney
P.O. Box 247
Macon, GA 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

18. Indemnification.

Contractor and subcontractors shall indemnify and hold County, its officers, and employees harmless from damages, liabilities, costs or expenses, including reasonable attorney's fees and defense costs that arise from any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. Contractor's obligation to indemnify any Releasees shall survive the expiration of this Agreement by either Party for any reason. County is a political subdivision of the State of Georgia and is by that nature prohibited from indemnifying any private entity.

19. Insurance Requirements.

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia and shall be obtained prior to commencement of work. Insurance shall remain in force throughout the period of the contract with policy terms and limits as specified in Exhibit A All deductibles shall be paid by Contractor.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each Insured against whom any claim is made, or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of Insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.GA §50-21-37.

- a. Commercial General Liability Insurance Policy ("CGL"). Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an

occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

General Liability insurance shall include, without limitation, coverage for premises/operations; products and completed operations; broad form contractual; independent contractor and subcontractor; and underground explosion/collapse.

- b. Business Automobile Liability Insurance Policy ("BAL"). Contractor agrees to procure and maintain Business Automobile Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. Policy must have minimum \$1,000,000.00 combined single limit for bodily injury and/or property damage. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include owned automobiles, hired automobiles, and non-owned automobiles operated by Contractor, or any employee, licensee, independent contractor, or subcontractor thereof. Excess liability coverage may be used in combination with the base policy to obtain the limits noted above.
- c. Workers' Compensation Insurance. Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits established by Georgia law. Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker's Compensation Insurance and shall submit the certificate on the Contractor's letterhead.
- d. Evidence of Insurance. Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "B+" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

- e. County's Obligations. The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

20. Force Majeure.

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This provision shall not apply to any loss or damages arising from delays arising from the Covid-19 virus or any Covid-19 virus subvariant.

21. Compliance with Laws.

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. Specifically, but without limitation, Contractor shall comply with all applicable regulations of the International Building Code, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and Georgia Environmental Protections Division (EPD). Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, inspections, approvals, and permits required of Contractor in performing services and complying with this Agreement.

22. Venue & Choice of Laws.

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Publicity.

Contractor shall not release without prior written approval from County, any publicity regarding services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County receiving goods or services under this Agreement.

24. Ownership of Documents.

Contractor agrees that all work product, intellectual property, and information generated in providing services to the County shall be considered "work for hire" and will become the property of County from the time of its creation. County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided for in this Agreement.

25. Georgia Open Records Requirements.

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act. Any information Contractor in good faith believes falls within the exception to the Georgia Open Records Act afforded to "Trade Secrets" must be accompanied by the affidavit required by said Act. It shall be solely Contractor's duty to ensure any "Trade Secrets" are appropriately designated as such before being provided to County. County accepts no liability for the disclosure of any alleged trade secret not properly designated as such in accordance with the Act.

26. Waiver.

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred.

27. Severability.

If any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

28. Title, Captions, & Headings.

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

29. No Drafting Presumption.

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

30. Survival.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

31. Previous Agreements.

Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

32. Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be deemed fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart may contain all the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by electronic mail or other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

33. Entire Agreement.

The Parties agree and acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written between the Parties as pertaining to this same subject matters. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices or other business forms. Any such terms or provisions shall be of no force or effect and shall be deemed objected to by County.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused their respective seals to be affixed hereto to be effective as of the date executed by both Parties.

Macon-Bibb County:

By: _____
Lester Miller, Mayor Date _____

Attest: _____
Janice S. Ross, Clerk of Commission Date _____

(SEAL)

Professional Paving Services, LLC:

By: _____

(Name/Title) Date _____

Attest: _____

(Name & Title) Date _____

(SEAL)

Q:\Atty\AEB\Contracts\FY 2025 Contracts\25-054 Professional Paving Services - LMIG24 Paving - \$1,896,165.22 - 8-4-25.docx

EXHIBIT A



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

DEEP PATCH WITH ASPHALT RESURFACING PROJECTS

745-02
745-21
745-65
755-35
755-30

BID NUMBER: 25-054-LH

ISSUED: 6/30/2025

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, JULY 31, 2025

**Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
City Hall
Macon, Georgia 31201**

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FORMS PROVIDED:

BID FORM

BIDDER QUALIFICATION FORM

FINANCIAL & LEGAL STABILITY STATEMENT

LIST OF SUB-CONTRACTORS

BIDDER MINORITY PARTICIPATION GOAL

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

A – REQUIRED SUBMITTAL DOCUMENTS W/ BID SCHEDULE & BID PRICE FORM

B – QUANTITY WORKSHEET

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Deep Patch with Asphalt Resurfacing Projects

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids (**1 original and Flash Drive**) in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia **on Thursday, July 31, 2025**, for **Deep Patch with Asphalt Resurfacing Projects** for the Macon-Bibb County Engineering Department, Macon, Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on **Thursday July 31, 2025, at 2:00 pm.**
4. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens, Director of Small Business Affairs at (478) 300-2297 or Cstephens2@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Government Center, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

A Pre-bid conference is scheduled for **2:00 o'clock p.m., Wednesday, July 9, 2025**, in the Procurement Conference Room, Suite 308, located at 700 Poplar Street, Macon, GA 31201. This pre-bid is **not** mandatory. **Deadline for submission of questions is Friday, July 11, 2025, by 3:00 p.m. standard eastern time. Questions must be submitted via email to Ntharpe@maconbibb.us**

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

E. Sealed Bids

1. Envelopes shall be identified on the outside as
“Bid 25-054-LH – “Deep Patch with Asphalt Resurfacing Projects”
And delivered by hand or mailed to:
Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on Total Bid Price.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Surety

1. Whereas the anticipated contracted price exceeds \$5,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.
 - a) Bonding company/Surety shall be:
 - (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
 - (2) Licensed to do business in the State of Georgia.

I. Payment Conditions

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.
2. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
3. Change orders are issued for any variance from contract or plan sheets.
4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

J. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

K. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.
6. Required coverage:
 - a) Worker's Compensation: Statutory
 - b) General Liability:
 - (1) \$1,000,000.00 combined single limit for B.I., P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Premises – Operations
 - (b) Products & Completed Operations
 - (c) Broad form Contractual
 - (d) Independent Contractor and Subcontractor
 - (e) Underground explosion and collapse
 - c) Automobile Liability:
 - (1) \$1,000,000.00 combined single limit for B.I. and P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Owned Automobiles
 - (b) Hired Automobiles
 - (c) Non-Owned Automobiles

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term "Owner", "County", or "Macon-Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term "Engineer" occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.

3. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.
4. Wherever the term “D.O.T.” occurs in these specifications, it shall mean the Georgia Department of Transportation.

B. Related Documents

1. Quantity Worksheet (Attachment “B”)
2. Bid Form
3. Bidder’s Qualification Form
4. Financial & Legal Stability Statement
5. Bidder MBE Plan Form
6. List of Sub-contractors
7. Bond Forms
8. E-Verify Affidavit
9. Title VI non-discrimination Notice

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understand the bidding documents; and,
 - b) Visited the site and became familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than Friday, July 11, 2025, by 3:00 p.m. email preferred to Ntharpe@maconbibb.us
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.

- a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
- b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Submittals

- 1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
 - a) Bid Form
 - b) Bidder's Qualification Form
 - c) Financial & Legal Stability Statement
 - d) List of Sub-Contractors
 - e) Minority Participation Goal
 - f) Bid Bond in amount of 5% of the total base bid
 - g) E-Verify Affidavit
 - h) Disbarment Form

F. Reservations

- 1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

- 1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damage to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.

2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
 3. All costs associated with traffic control shall be the responsibility of the Contractor.
 4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.
- G. Erosion Control
1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.
- H. Vandalism
1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.
- I. Material Disposal
1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
 - a) Such items shall be disposed of off the premises.
 - b) Burning of material on the site will not be permitted.
 - c) All costs of removing trash shall be the responsibility of the Contractor.
 - d) Place and method of disposal shall be the responsibility of the Contractor.
- J. Extension of Time
1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.
- K. Liquidated Damages
1. Liquidated damages in the amount of \$75 shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.
- L. Inspection
1. The Engineer may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Engineer.
 2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.

3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the **Deep Patch with Asphalt Resurfacing Projects**, for the Macon-Bibb County Engineering Department, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in this solicitation, See Attachment “B” for Quantity Worksheet, attached hereto and incorporated herein

C. Schedule

1. The contractor shall commence work including applying for all needed railroad permits within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 150 calendar days following the receipt of all necessary railroad permits. This time shall include all clean up, demobilization, and other necessary work to return the project area to its final state.

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year(s) from date of completion.

VI. CONFIDENTIALITY AND OPEN RECORDS

In order to ensure compliance with Georgia’s Open Records Act, the following language must be included in all Macon-Bibb County contracts and will be a required term for any contract entered into as a result of this solicitation.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County’s possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. Vendor shall fully assert all exemptions and exceptions available of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor’s complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damage and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

VII. SUBCONTRACTOR REPORTING REQUIREMENTS

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract

B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having completed the portion of work they were contracted to perform.

BID FORM

Macon-Bibb County Board of Commissioners
Laura Hardwick, Procurement Director
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: _____

Re: **Deep Patch with Asphalt Resurfacing Projects**
Macon-Bibb County Engineering Department
Bibb County, Georgia

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

2024 LMIG – ROADS LIST
(Deep Patch with Asphalt Resurfacing Projects)
25-054-LH

Road Name	From-To	Length (Miles)
Chadwick Court	Chadwick – Cul-De-Sac	0.09
Chadwick Trail	Bowman Road – Chadwick Drive	0.15
Conway Drive	Senora Place – East Dead End	0.04
Conway Drive	Senora Place – Wera Place	0.04
Eastwick Court	Chadwick Drive – Cul-De-Sac	0.07
Eastwick Place	Chadwick Drive – Cul-De-Sac	0.11
Glen Hill Court	Forest Hill Road – Cul-De-Sac	0.08
North Haven Drive	Primrose Walk – North Haven Way	0.04
N. Pine Knoll Court	N. Pine Knoll Drive – Cul-De-Sac	0.04
Tiffin Court	Tiffin Circle – Cul-De-Sac	0.04
Bay Street	7th Street – 6 th Street	0.15
Cason Street	Spikes Street – South Dead End	0.04
Chappell Street	Cynthia Avenue – Broadway	0.07
Cherry Street	3 rd . St. Outbound – 3 rd . St. Inbound	0.02
Giles Street	3 rd . Street – 3 rd . Street	0.02
Melvin Place	Trammell Avenue – Roy Avenue	0.08

Melvin Place	Roy Avenue – Dorothy Avenue	0.08
Melvin Place	Dorothy Avenue – San Carlos Drive	0.08
Sheraton Drive	Inwood Drive – End Of R/W Pavement	0.29
Toombs Street	Holloway Street – North Dead End	0.02
Turpin Street	9 th . Street – Railroad Signs	0.05
Creekwood Drive	Meriwood Drive – North End of R/W	0.02
Meriwood Drive	East R/W end to West R/W End	0.15
Queens Drive	Masseyville Road – Kings Park Circle	0.11
Riggins Mill Rd.	Augusta Avenue – RYDC Driveway	0.06
Riggins Mill Rd.	Brunswick Avenue – Augusta Avenue	0.09
Riggins Mill Rd.	RYDC D/W–Herbert Smart Airport Rd	0.12
Riggins Mill Rd.	Brunswick Avenue – Cordele Avenue	0.10
Austin Avenue	Austin Place – Mary Drive	0.16
Churchill Street	Ernest Street – Bankston Avenue	0.04
Churchill Street	Bankston Avenue – Buena Vista Drive	0.06
Churchill Street	Helon Street – Ernest Street	0.04
Churchill Street	Brentwood Avenue – Buenavista Drive	0.13
Churchill Street	Helon Street – Bailey Avenue	0.08
Churchill Street	Bailey Avenue – Willow Lane	0.08

Florence Avenue	St. Claire Street – Atherton Street	0.07
Gledhill Street	Bailey Avenue – Berkner Avenue	0.20
Greenview Ave.	Hillcrest Avenue – End of Paved R/W	0.04
Hillcrest Avenue	Ernest St. – Hillcrest Ind. Blvd.	0.04
Hillcrest Avenue	Napier Avenue – McKenzie Drive	0.04
Hillcrest Avenue	Hillcrest Blvd. – Mary Drive	0.21
Hillcrest Avenue	Hillcrest Road – Carroll Avenue	0.32
Sharon Drive	Hallwood Circle – Mimosa Drive	0.04
Sharon Drive	Mimosa Drive – Burton Avenue	0.07
Sharon Drive	Hallwood Circle – Hallwood Circle	0.14
Sharon Drive	Hallwood Circle – Edna Place Road	0.06
Sharon Drive	Macon Avenue – Radio Drive	0.08
Sharon Drive	Radio Drive – Bailey Avenue	0.26
Shaw Drive	Mary Drive – Austin Avenue	0.17
Winifred Way	Burton Avenue – Berkner Avenue	0.24
Bobby Court	Cul – De – Sac to Cul – De -Sac	0.12
Bobby Drive	Hartley Bridge Road – Bobby Court	0.07
David Coley Road	Lindy Coley Road – West Dead End	0.04
Elkan Avenue	Greenleaf Drive – Hillside Drive	0.06
Liberty Church Rd.	Vinson Road – White Pine Drive	0.18

Lindy Coley Road	David Coley Road – North Dead End	0.04
Mikado Avenue	Putnam Street – Toombs Street	0.18
Putnam Street	Houston Avenue – Mikado Avenue	0.28
Rhonda Drive	Nowell Drive – Regina Drive	0.09
Thomas Street	Houston Avenue – Broadway	0.31
Berkshire Drive	Winston Drive – North Dead-End Gate	0.03
India Avenue	Ballard Drive – Ballard Drive	0.02
India Avenue	Ballard Drive – Ballard Place	0.06
Maple Street	Jessamine Street – Violet Street	0.04
Pine Avenue	Violet Street – Rose Street	0.05
Pine Avenue	Rose Street – School D/W (72 Ft. North)	0.01
Violet Street	Pine Avenue – Walnut Avenue	0.05
Winston Drive	Westbury Drive – Greenwich Place	0.16
Winston Drive	Berkshire Drive – Westbury Drive	0.05
Winston Drive	Greenwich Place – Berkshire Drive	0.16
Gadson Drive	John Kennedy Dr. – John Kennedy Dr.	0.06
Gadson Drive	John Kennedy Dr. – Vinson Robeson Dr.	0.11
Fulton Mill Rd.	Skyhawk Circle – Hartley Bridge Rd.	1.91

2024 LMIG Projects for Macon-Bibb County

(Deep Patch with Asphalt Resurfacing Project)

25-054-LH

Bid Schedule – 2024 LMIG

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award the 2024 LMIG paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 150-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

PROJECT BID: (MILLING, PATCHING AND RESURFACING):

Main Streets – Chadwick Court, Chadwick Trail, Conway Drive, Conway Drive, Eastwick Court, Eastwick Place, Glen Hill Court, North Haven Drive, North Pine Knoll Court, Tiffin Court, Bay Street, Cason Street, Chappell Street, Cherry Street, Giles Street, Melvin Place, Melvin Place, Melvin Place, Sheraton Drive, Toombs Street, Turpin Street, Creekwood Drive, Meriwood Drive, Queens Drive, Riggins Mill Road, Riggins Mill Road, Riggins Mill Road, Riggins Mill Road, Austin Avenue, Churchill Street, Churchill Street, Churchill Street, Churchill Street, Churchill Street, Churchill Street, Florence Avenue, Gledhill Street, Greenview Avenue, Hillcrest Avenue, Hillcrest Avenue, Hillcrest Avenue, Hillcrest Avenue, Sharon Drive, Sharon Drive, Sharon Drive, Sharon Drive, Sharon Drive, Sharon Drive, Shaw Drive, Winifred Way, Bobby Court, Bobby Drive, David Coley Road, Elkan Avenue, Liberty Church Road, Lindy Coley Road, Mikado Avenue, Putnam Street, Rhonda Drive, Thomas Street, Berkshire Drive, India Avenue, India Avenue, Maple Street, Pine Avenue, Pine Avenue, Violet Street, Winston Drive, Winston Drive, Winston Drive, Gadson Drive, Gadson Drive, Fulton Mill Road

Quantity	Unit	Item	Unit Price	Total
9,220	TONS	Milling	_____	_____
7,746	GAL	Bituminous Tack	_____	_____
12,910	SY	Roadway Patching	_____	_____
7,001.09	TONS	9.5 mm Superpave Asphalt	_____	_____
2,218.70	TONS	12.5 mm Superpave Asphalt	_____	_____
413	EA	Install Furnished Sewer Manhole & Water Valve Risers, 1"	_____	_____
13.85	MILES	Striping (Paint)	_____	_____
10	EA	Arrows, Thermoplastic	_____	_____
116	LF	Cross Walks, Thermoplastic	_____	_____
135	LF	Stop Bars, Thermoplastic	_____	_____
389	LF	Hatching, Thermoplastic	_____	_____
231	EA	Manholes (Adjust)	_____	_____

182	EA	Water Valves (Adjust)	_____	_____
1.91	MILES	Raised Pavement Markers	_____	_____
6.30	MILES	Clip Grass Shoulders	_____	_____

Total Bid Price \$ _____

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 202____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment “A”

Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 202____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 202_____ My Commission Expires: _____

Notary Public [NOTARY SEAL]

Attachment "A"
Required Submission Documents



**Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 202__.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees.** (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ (Proceed to Section 3)

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____



Macon-Bibb County Government
Procurement Department
City Hall
700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550

Laura Hardwick
Director of Procurement

July 22, 2025

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-054-LH, Deep Patch with Asphalt Resurfacing Projects

The Invitation for Bids, referenced above, is modified as follows:

1. What will be the allowed work hours on this project?

Answer: 8-5, Monday – Friday, or as daylight permits. Special requests for night work (like on downtown streets) may be approved by request.

2. Will the contractor be required to post mount the advanced warning signs or can these signs be placed on tripod stands?

Answer: Advance warning signs may be placed on a tripod or post mounted.

3. How long will a milled surface be allowed to remain without the finished asphalt layer?

Answer: Final repaving to be completed within one day of the milling work.

4. Will the contractor be required to mill and pave into side roads?

Answer: Mill and pave, at the side road intersection, through the side road end of the curb radius.

5. Will the contractor be required to mill and pave into driveways?

Answer: No driveway paving is included.

6. Will any asphalt compaction test be required on this project?

Answer: You are not required to submit compaction tests to Macon – Bibb County.

7. The Milling will be Full Width Milling at the depth of the asphalt being placed – Is this correct?

Answer: Milling to be full depth, lip of curb to lip of curb, or road edge to road edge on roads without curb and gutter.

8. What will the depth of the Patching be?

Answer: Milling for patching to be to a depth to remove cracking as needed, maximum four inches deep.

9. Will the patch areas be marked 7.5' or wider so a milling machine can be used in this operation?

Answer: Patching width to be at least one lane width. Contractor to patch areas needed, per his judgement.

10. Will 19mm be used for the Patching operation?

Answer: All mix placed shall be 9.5 mm asphalt (1.25" asphalt) except for Fulton Mill Road (19mm, for 1.5" asphalt).

11. Looks like the depth of the 12.5mm asphalt will be 1.5" – is this correct?

Answer: That is correct.

12. Looks like the depth of the 9.5mm asphalt will be 1.25" – is this correct?

Answer: That is correct.

13. What type 9.5mm will be used for this project – Type 1 or Type 2?

Answer: Type 1.

14. For the pay item Clip Grass Shoulders will the clipped material be left on the shoulder or will the contractor be required to remove the material?

Answer: Contractor to remove all clipped material from the site.

15. Will a MTV (Shuttle Buggy) be required when placing the 12.5mm?

Answer: A shuttle buggy is allowed but not required.

16. Will the contractor be required to perform any shoulder building, grassing, place barrels or install any Low/Soft Shoulder Signs on the shoulders without curb and gutter?

Answer: The contractor is only required to clip and remove shoulder material from the site.

17. What mix type will be used for the Patching line item?

Answer: Patching mix to match the paving mix.

18. What thickness will the asphalt topping be placed?

Answer: 1.25" on all roads except for Fulton Mill Road (1.5").

19. How long can the milling be open before paving takes place?

Answer: Paving to take place within one day of the milling work.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

**MACON-BIBB COUNTY PROCUREMENT
ADVERTISEMENT FOR BIDDERS**

Sealed Bids will be received by the Macon-Bibb County Procurement Department for INVITATION FOR BIDS (25-054-LH] for DEEP PATCH WITH ASPHALT RESURFACING PROJECTS for designated roads within Macon-Bibb County. Work includes furnishing all materials, equipment, labor, and services necessary for the completed milling, resurfacing, and striping of approximately 8.68 miles of road within 150 days from the receipt of the Notice to Proceed. All work must be completed in accordance with the specifications provided and all federal, state, and local laws. Please refer to the complete legal notice at <https://www.maconbibb.us/category/bids/>.

The Macon-Bibb County Procurement Department will receive sealed bids for the above-described project until 12:00 p.m. EST on July 31, 2025, in the Procurement Department, Suite 308 in the Macon-Bibb County Government Center at 700 Poplar Street, Macon, Georgia 31201. NO BIDS WILL BE ACCEPTED AFTER SUCH DESIGNATED TIME. All Bids must be submitted with one (1) original copy and one (1) flash drive copy of the bid documents. All bids must be accompanied by a bid bond an amount equal to five (5%) percent of the total base bid. Bids will be opened and read publicly at 2:00 p.m. EST on July 31, 2025, in the Procurement Department Conference Room in Suite 308 at the Macon-Bibb County Government Center.

Copies of Bid Documents may be obtained on the Macon-Bibb County Procurement Department website. A non-mandatory pre-bid conference is scheduled for 2:00 p.m. EST on July 9, 2025, in the Procurement Department Conference Room in Suite 308, at the Macon-Bibb County Government Center. Questions concerning bid specifications must be submitted to Nan Tharpe, ntharpe@maconbibb.us, by 3:00 p.m. EST on July 11, 2025.

If the bid is accepted, the successful bidder shall enter into a contract with Macon-Bibb County for performance of the above-described services and furnish payment and performance bonds to the County in amounts equal to the total contract price, in accordance with Georgia law. Payments made under any award arising from this Invitation for Bid will be made within thirty (30) days of receipt of invoice. Macon-Bibb County reserves the right to reject any or all bids and to waive any informalities or irregularities in the bids received; and to accept any bid which is deemed most favorable to Macon-Bibb County at the time and under the conditions stipulated. No bids may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.



Macon-Bibb County Government
Procurement Department
City Hall
700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550

Laura Hardwick
Director of Procurement

July 9, 2025

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-054-LH, Deep Patch with Asphalt Resurfacing Projects

The Invitation for Bids, referenced above, is modified as follows:

1. Extension on due date for questions will be July 15, 2025 @ 3:00 pm
2. Attachment B Quantity Worksheet
3. Contact emails for Procurement are as follows:

Jack Williams
Nan Tharpe

jwilliams5@maconbibb.us
ntharpe@maconbibb.us

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

2024 LMIG Quantities Sheet

1.25" Asphalt Conversion Factor				0.0685				1.5" Asphalt Conversion Factor				0.0825															
Street Name	From	To	Length (Feet)	Width (Feet)	Square Yards	Patchwork,SY, E	Patchwork,SY,A	Price	Cont Amt	Actual Amt	Difference	Deep Patch SY, E	Deep Patch SY, A	Price	Cont Amt	Actual Amt	Difference	Asphalt, Tons 12.5 mm, E	Asphalt,Tons 12.5 mm, A	Price	Cont Amt	Actual Amt	Difference	Asphalt, Tons 9.5 mm, E	Asphalt,Tons 9.5 mm, A		
Chadwick Court	Chadwick Drive	Cul - De - Sac	469	24	1,250.67	125.07	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	85.67	0.00		
Chadwick Trail	Bowman Road	Chadwick Drive	771	24	2,056.00	205.60	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	140.84	0.00		
Conway Drive	Senora Place	East Dead End	197	24	525.33	52.53	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	35.99	0.00		
Conway Drive	Senora Place	West Place	185	24	493.33	49.33	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	28.79	0.00		
Eastwick Court	Chadwick Drive	Cul - De - Sac	377	24	1,005.33	100.53	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	68.87	0.00		
Eastwick Place	Chadwick Drive	Cul - De - Sac	558	24	1,488.00	148.80	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	101.93	0.00		
Glen Hill Court	Forest Hill Road	Cul - De - Sac	409	22	999.78	99.98	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	68.48	0.00		
North Haven Drive	Primrose Walk	North Haven Way	219	24	584.00	58.40	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	40.00	0.00		
North Pine Knoll Court	North Pine Knoll Drive	Cul - De - Sac	231	22	564.67	56.47	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	38.68	0.00		
Tiffin Court	Tiffin Circle	Cul - De - Sac	207	22	506.00	50.60	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	34.66	0.00		
Bay Street	7th Street	7th Street	766	22	1,872.44	187.24	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	128.26	0.00		
Cason Street	Snikes Street	South Dead End	206	22	503.56	50.36	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	34.40	0.00		
Chappell Street	Cynthia Avenue	Brouday (Asphalt Area Only)	358	24	954.67	95.47	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	65.39	0.00		
Cherry Street	Third Street Outbound	Third Street Inbound	116	84	1,082.67	108.27	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	74.16	0.00		
Giles Street	Third Street	Third Street	110	26	317.78	31.78	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	21.77	0.00		
Melvin Place	Trammell Avenue	Roy Avenue	440	26	1,271.11	127.11	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	87.07	0.00		
Melvin Place	Roy Avenue	Dorothy Avenue	440	26	1,271.11	127.11	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	87.07	0.00		
Melvin Pl	Dorothy Avenue	San Carlos Dr	446	26	1,288.44	128.84	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	88.26	0.00		
Sheraton Drive, Toombs Street	Inwood Dr	End Of R/W Pavement	1505	24	4,013.33	401.33	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	274.91	0.00		
Turpin Street	Holloway St	North Dead End (Guard Rail)	120	22	293.33	29.33	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	20.09	0.00		
Creekwood Dr	Meriwood Dr	Railroad Sian	260	20	577.78	57.78	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	39.58	0.00		
Meriwood Dr	Meriwood Dr	End Of Macon-Bibb R/W	116	24	309.33	30.93	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	21.19	0.00		
Queens Drive	Meriwood Dr	Meriwood Dr	810	24	2,160.00	216.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	147.96	0.00		
Riggins Mill Rd	Masseyville Road	Kings Park Circle	581	22	1,419.73	141.97	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	97.25	0.00		
Riggins Mill Rd	Augusta Ave	RYDC Driveway	304	24	810.67	81.07	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	55.53	0.00		
Riggins Mill Rd	Brunswick Ave	Augusta Ave	495	24	1,320.13	132.01	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	90.43	0.00		
Riggins Mill Rd	RYDC	Herbert Smart Airport Rd	638	24	1,701.33	170.13	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	116.54	0.00		
Riggins Mill Rd	Brunswick Ave	Cordele Ave		24	1,349.33	134.93	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	92.43	0.00		
Austin Avenue	Mary Drive	Austin Drive	868	24	2,314.67	231.47	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	158.35	0.00		
Churchill St	Ernest St	Bankston Ave	193	22	471.78	47.18	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	33.23	0.00		
Churchill St	Bankston Ave	Buenavista Dr	299	22	730.89	73.09	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	50.07	0.00		
Churchill St	Helon St	Ernest St	199	22	486.44	48.64	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	33.32	0.00		
Churchill St	Brentwood Ave	Buenavista Dr	711	22	1,738.00	173.80	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	119.05	0.00		
Churchill St	Helon St	Bailey Ave	427	22	1,043.78	104.38	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	71.50	0.00		
Churchill St	Bailey Ave	Willow La	408	22	997.33	99.73	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	68.32	0.00		
Florence Avenue	St. Claire Street	Atherton Street	386	28	1,200.89	120.09	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	81.26	0.00		
Gledhill Street	Bailey Avenue	Berkner Avenue	1064	22	2,600.89	260.09	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	178.16	0.00		
Greenview Avenue	Hillcrest Avenue	End Of Paved R/W	211	15	352.00	35.20	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	24.11	0.00		
Hillcrest Ave	Ernest St	Hillcrest Industrial Blvd	220	33	805.16	80.52	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	55.15	0.00		
Hillcrest Ave	Napier Ave	McKenzie Dr	212	33	777.33	77.73	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	53.25	0.00		
Hillcrest Ave	Hillcrest Blvd	Mary Dr	1091	33	4,000.33	400.03	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	274.02	0.00		
Hillcrest Avenue	Hillcrest Road	Carroll Avenue	1690	33	6,195.20	619.52	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	424.37	0.00		
Sharon Dr	Hallwood Cir	Mimosa Dr	193	26	557.56	55.76	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	38.19	0.00		
Sharon Dr	Mimosa Dr	Burton Ave	375	26	1,083.33	108.33	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	74.21	0.00		
Sharon Dr	Hallwood Cir	Hallwood Cir	734	26	2,120.44	212.04	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	145.25	0.00		
Sharon Dr	Hallwood Cir	Edna Place Rd	312	26	901.33	90.13	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	61.74	0.00		
Sharon Dr	Macon Ave	Radio Dr	400	26	1,155.56	115.56	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	79.16	0.00		
Sharon Dr	Radio Dr	Bailey Ave	1374	26	3,969.33	396.93	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	271.90	0.00		
Shaw Drive	Mary Drive	Austin Avenue	914	22	2,234.22	223.42	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	153.04	0.00		
Winifred Way	Burton Avenue	Berkner Avenue	1285	26	3,712.22	371.22	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	254.29	0.00		
Bobby Court	Cul-De-Sac	Cul-De-Sac	634	22	1,548.80	154.88	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	106.09	0.00		
Bobby Drive	Hartley Bridge Road	Bobby Court	375	22	916.67	91.67	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	62.79	0.00		
David Coley Road	Lindy Coley Road	West Dead End	211	22	516.27	51.63	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	35.36	0.00		
Ekan Ave	Greenleaf Dr	Hillside Dr	295	22	721.11	72.11	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	49.40	0.00		
Liberty Church Road	Vinson Road	White Pine Drive	940	22	2,297.78	229.78	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	157.40	0.00		
Lindy Coley Road	David Coley Road	North Dead End	211	22	516.27	51.63	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	35.36	0.00		
Mikado Avenue	Putnam Street	Toombs Street	950	28	2,956.80	295.68	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	202.54	0.00		
Putnam Street	Houston Avenue	Mikado Avenue	1478	28	4,599.47	459.95	0.00	\$0.00	\$0.00	\$0.00	\$0.00							0	0	\$0.00	\$0.00	\$0.00	\$0.00	315.06	0.00		
Rhonda Drive	Nowell Drive	Resina Drive																									

Asphalt, 12.5 mm, E	Asphalt, 12.5 mm, A	Price	Cont Amt	Actual Amt	Difference	Asphalt,Tons 4.75 mm,E	Asphalt, Tons 4.75 mm, A	Price	Cont. Amt	Actual Amt	Difference	Tack,Gal, E	Tack,Gal, A	Price	Cont Amt	Actual Amt	Difference	Prime, Gal, E	Prime, Gal, A	Price	Cont Amt	Actual Amt	Difference	Street Name	Milling,Tons, E	Milling, Tons, A	Price	Cont Amt	Actual Amt	Difference	M.H. (EA), E	M.H. (EA), A	Price	Cont Amt
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		75.04	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		85.67	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		123.36	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		140.84	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		31.52	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		35.99	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		28.80	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		33.79	0.00	\$0.00	\$0.00	\$0.00		1	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		60.32	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		68.87	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		89.28	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		101.93	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		59.99	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		68.48	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		35.04	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		40.00	0.00	\$0.00	\$0.00	\$0.00		1	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		33.88	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		38.68	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		30.36	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		34.66	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		112.35	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		128.26	0.00	\$0.00	\$0.00	\$0.00		3	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		30.21	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		34.49	0.00	\$0.00	\$0.00	\$0.00		3	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		57.28	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		65.39	0.00	\$0.00	\$0.00	\$0.00		1	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		64.96	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		74.16	0.00	\$0.00	\$0.00	\$0.00		6	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		19.07	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		21.77	0.00	\$0.00	\$0.00	\$0.00		1	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		76.27	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		87.07	0.00	\$0.00	\$0.00	\$0.00		7	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		76.27	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		87.07	0.00	\$0.00	\$0.00	\$0.00		5	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		77.31	0.00	\$0.00	\$0.00	\$0.00		N/A	N/A	N/A	\$0.00	N/A	N/A		88.26	0.00	\$0.00	\$0.00	\$0.00		6	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		240.80	0.00	\$0.00	\$0.00	\$0.00					\$0.00				274.91	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		17.60	0.00	\$0.00	\$0.00	\$0.00					\$0.00				20.09	0.00	\$0.00	\$0.00	\$0.00		3	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		34.67	0.00	\$0.00	\$0.00	\$0.00					\$0.00				39.58	0.00	\$0.00	\$0.00	\$0.00		3	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		18.56	0.00	\$0.00	\$0.00	\$0.00					\$0.00				21.19	0.00	\$0.00	\$0.00	\$0.00		4	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		129.60	0.00	\$0.00	\$0.00	\$0.00					\$0.00				147.96	0.00	\$0.00	\$0.00	\$0.00		7	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		85.18	0.00	\$0.00	\$0.00	\$0.00					\$0.00				87.25	0.00	\$0.00	\$0.00	\$0.00		3	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		48.64	0.00	\$0.00	\$0.00	\$0.00					\$0.00				55.53	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		79.21	0.00	\$0.00	\$0.00	\$0.00					\$0.00				90.43	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		102.08	0.00	\$0.00	\$0.00	\$0.00					\$0.00				116.54	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		80.96	0.00	\$0.00	\$0.00	\$0.00					\$0.00				92.43	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		138.88	0.00	\$0.00	\$0.00	\$0.00					\$0.00				158.55	0.00	\$0.00	\$0.00	\$0.00		5	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		28.31	0.00	\$0.00	\$0.00	\$0.00					\$0.00				32.32	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		43.85	0.00	\$0.00	\$0.00	\$0.00					\$0.00				50.07	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		29.19	0.00	\$0.00	\$0.00	\$0.00					\$0.00				33.32	0.00	\$0.00	\$0.00	\$0.00		1	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		104.28	0.00	\$0.00	\$0.00	\$0.00					\$0.00				119.05	0.00	\$0.00	\$0.00	\$0.00		4	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		62.63	0.00	\$0.00	\$0.00	\$0.00					\$0.00				71.50	0.00	\$0.00	\$0.00	\$0.00		3	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		59.84	0.00	\$0.00	\$0.00	\$0.00					\$0.00				68.32	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		72.05	0.00	\$0.00	\$0.00	\$0.00					\$0.00				82.36	0.00	\$0.00	\$0.00	\$0.00		5	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		156.05	0.00	\$0.00	\$0.00	\$0.00					\$0.00				178.16	0.00	\$0.00	\$0.00	\$0.00		9	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		21.12	0.00	\$0.00	\$0.00	\$0.00					\$0.00				24.11	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		48.31	0.00	\$0.00	\$0.00	\$0.00					\$0.00				55.15	0.00	\$0.00	\$0.00	\$0.00		0	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		46.64	0.00	\$0.00	\$0.00	\$0.00					\$0.00				53.25	0.00	\$0.00	\$0.00	\$0.00		2	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		240.02	0.00	\$0.00	\$0.00	\$0.00					\$0.00				274.02	0.00	\$0.00	\$0.00	\$0.00		8	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		371.71	0.00	\$0.00	\$0.00	\$0.00					\$0.00				424.37	0.00	\$0.00	\$0.00	\$0.00		9	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		33.45	0.00	\$0.00	\$0.00	\$0.00					\$0.00				38.19	0.00	\$0.00	\$0.00	\$0.00		4	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		65.00	0.00	\$0.00	\$0.00	\$0.00					\$0.00				74.21	0.00	\$0.00	\$0.00	\$0.00		6	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		127.23	0.00	\$0.00	\$0.00	\$0.00					\$0.00				145.25	0.00	\$0.00	\$0.00	\$0.00		6	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		54.08	0.00	\$0.00	\$0.00	\$0.00					\$0.00				61.74	0.00	\$0.00	\$0.00	\$0.00		1	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		69.33	0.00	\$0.00	\$0.00	\$0.00					\$0.00				79.16	0.00	\$0.00	\$0.00	\$0.00		5	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		238.18	0.00	\$0.00	\$0.00	\$0.00					\$0.00				271.90	0.00	\$0.00	\$0.00	\$0.00		7	0	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00		134.																						

Actual Amt	Difference	M.H. Risers (EA)	Price	Cont Amt	W.V. (EA), E	W.V. (EA), A	Price	Cont Amt	Actual Amt	Difference	W.V. Risers (EA)	Price	Cont Amt	Reclaimed Base, SY, E	Reclaimed Base, SY, A	Price	Cont Amt	Actual Amt	Difference	Cement,Ton, E	Cement,Ton, A	Price	Cont Amt	Actual Amt	Difference	Striping, M (Centerline And Lane Lines), E	Striping, M (Centerline And Lane Lines), A	Price	Cont Amt	Actual Amt	Difference
\$0.00	\$0.00	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	1	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	1	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	3	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	3	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	3	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	1	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	6	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	1	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	7	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	5	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	6	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	3	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	3	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	4	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	7	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	3	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	7	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	1	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	5	\$0.00	\$0.00	6	0	\$0.00	\$0.00	\$0.00	\$0.00	6	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	1	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	4	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	3	\$0.00	\$0.00	4	0	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	5	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	9	\$0.00	\$0.00	5	0	\$0.00	\$0.00	\$0.00	\$0.00	5	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	0	\$0.00	\$0.00	4	0	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	2	\$0.00	\$0.00	1	0	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	1	\$0.00	\$0.00	2	0	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	5	\$0.00	\$0.00	7	0	\$0.00	\$0.00	\$0.00	\$0.00	7	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	7	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	4	\$0.00	\$0.00	3	0	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	\$0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	12	\$0.00	\$0.00	9	0																									

Traffic Loop (EA), E	Traffic Loops (EA), A	Price	Cont Amt	Actual Amt	Difference	Painted Arrows(EA), E	Painted Arrows (EA), A	Price	Cont Amt	Actual Amt	Difference	Painted Crosswalks(LF), E	Painted Crosswalks (LF), A	Price	Cont Amt	Actual Amt	Difference	Painted Stop Bars(LF), E	Painted Stop Bars(LF), A	Price	Cont Amt	RR Symbols(E), E	RR Symbols(E), A	Price	Cont Amt	Actual Amt	Difference	Painted Hatching, LF, E	Painted Hatching, LF, A
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
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0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0
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[illegible]

EXHIBIT B

2024 LMIG – ROADS LIST
(Deep Patch with Asphalt Resurfacing Projects)
25-054-LH

Road Name	From-To	Length (Miles)
Chadwick Court	Chadwick – Cul-De-Sac	0.09
Chadwick Trail	Bowman Road – Chadwick Drive	0.15
Conway Drive	Senora Place – East Dead End	0.04
Conway Drive	Senora Place – Wera Place	0.04
Eastwick Court	Chadwick Drive – Cul-De-Sac	0.07
Eastwick Place	Chadwick Drive – Cul-De-Sac	0.11
Glen Hill Court	Forest Hill Road – Cul-De-Sac	0.08
North Haven Drive	Primrose Walk – North Haven Way	0.04
N. Pine Knoll Court	N. Pine Knoll Drive – Cul-De-Sac	0.04
Tiffin Court	Tiffin Circle – Cul-De-Sac	0.04
Bay Street	7th Street – 6 th Street	0.15
Cason Street	Spikes Street – South Dead End	0.04
Chappell Street	Cynthia Avenue – Broadway	0.07
Cherry Street	3 rd . St. Outbound – 3 rd . St. Inbound	0.02
Giles Street	3 rd . Street – 3 rd . Street	0.02
Melvin Place	Trammell Avenue – Roy Avenue	0.08

Melvin Place	Roy Avenue – Dorothy Avenue	0.08
Melvin Place	Dorothy Avenue – San Carlos Drive	0.08
Sheraton Drive	Inwood Drive – End Of R/W Pavement	0.29
Toombs Street	Holloway Street – North Dead End	0.02
Turpin Street	9 th . Street – Railroad Signs	0.05
Creekwood Drive	Meriwood Drive – North End of R/W	0.02
Meriwood Drive	East R/W end to West R/W End	0.15
Queens Drive	Masseyville Road – Kings Park Circle	0.11
Riggins Mill Rd.	Augusta Avenue – RYDC Driveway	0.06
Riggins Mill Rd.	Brunswick Avenue – Augusta Avenue	0.09
Riggins Mill Rd.	RYDC D/W–Herbert Smart Airport Rd	0.12
Riggins Mill Rd.	Brunswick Avenue – Cordele Avenue	0.10
Austin Avenue	Austin Place – Mary Drive	0.16
Churchill Street	Ernest Street – Bankston Avenue	0.04
Churchill Street	Bankston Avenue – Buena Vista Drive	0.06
Churchill Street	Helon Street – Ernest Street	0.04
Churchill Street	Brentwood Avenue – Buenavista Drive	0.13
Churchill Street	Helon Street – Bailey Avenue	0.08
Churchill Street	Bailey Avenue – Willow Lane	0.08

Florence Avenue	St. Claire Street – Atherton Street	0.07
Gledhill Street	Bailey Avenue – Berkner Avenue	0.20
Greenview Ave.	Hillcrest Avenue – End of Paved R/W	0.04
Hillcrest Avenue	Ernest St. – Hillcrest Ind. Blvd.	0.04
Hillcrest Avenue	Napier Avenue – McKenzie Drive	0.04
Hillcrest Avenue	Hillcrest Blvd. – Mary Drive	0.21
Hillcrest Avenue	Hillcrest Road – Carroll Avenue	0.32
Sharon Drive	Hallwood Circle – Mimosa Drive	0.04
Sharon Drive	Mimosa Drive – Burton Avenue	0.07
Sharon Drive	Hallwood Circle – Hallwood Circle	0.14
Sharon Drive	Hallwood Circle – Edna Place Road	0.06
Sharon Drive	Macon Avenue – Radio Drive	0.08
Sharon Drive	Radio Drive – Bailey Avenue	0.26
Shaw Drive	Mary Drive – Austin Avenue	0.17
Winifred Way	Burton Avenue – Berkner Avenue	0.24
Bobby Court	Cul – De – Sac to Cul – De -Sac	0.12
Bobby Drive	Hartley Bridge Road – Bobby Court	0.07
David Coley Road	Lindy Coley Road – West Dead End	0.04
Elkan Avenue	Greenleaf Drive – Hillside Drive	0.06
Liberty Church Rd.	Vinson Road – White Pine Drive	0.18

Lindy Coley Road	David Coley Road – North Dead End	0.04
Mikado Avenue	Putnam Street – Toombs Street	0.18
Putnam Street	Houston Avenue – Mikado Avenue	0.28
Rhonda Drive	Nowell Drive – Regina Drive	0.09
Thomas Street	Houston Avenue – Broadway	0.31
Berkshire Drive	Winston Drive – North Dead-End Gate	0.03
India Avenue	Ballard Drive – Ballard Drive	0.02
India Avenue	Ballard Drive – Ballard Place	0.06
Maple Street	Jessamine Street – Violet Street	0.04
Pine Avenue	Violet Street – Rose Street	0.05
Pine Avenue	Rose Street – School D/W (72 Ft. North)	0.01
Violet Street	Pine Avenue – Walnut Avenue	0.05
Winston Drive	Westbury Drive – Greenwich Place	0.16
Winston Drive	Berkshire Drive – Westbury Drive	0.05
Winston Drive	Greenwich Place – Berkshire Drive	0.16
Gadson Drive	John Kennedy Dr. – John Kennedy Dr.	0.06
Gadson Drive	John Kennedy Dr. – Vinson Robeson Dr.	0.11
Fulton Mill Rd.	Skyhawk Circle – Hartley Bridge Rd.	1.91

2024 LMIG Projects for Macon-Bibb County

(Deep Patch with Asphalt Resurfacing Project)

25-054-LH

Bid Schedule – 2024 LMIG

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award the 2024 LMIG paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 150-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

PROJECT BID: (MILLING, PATCHING AND RESURFACING):

Main Streets – Chadwick Court, Chadwick Trail, Conway Drive, Conway Drive, Eastwick Court, Eastwick Place, Glen Hill Court, North Haven Drive, North Pine Knoll Court, Tiffin Court, Bay Street, Cason Street, Chappell Street, Cherry Street, Giles Street, Melvin Place, Melvin Place, Melvin Place, Sheraton Drive, Toombs Street, Turpin Street, Creekwood Drive, Meriwood Drive, Queens Drive, Riggins Mill Road, Riggins Mill Road, Riggins Mill Road, Riggins Mill Road, Austin Avenue, Churchill Street, Churchill Street, Churchill Street, Churchill Street, Churchill Street, Churchill Street, Florence Avenue, Gledhill Street, Greenview Avenue, Hillcrest Avenue, Hillcrest Avenue, Hillcrest Avenue, Hillcrest Avenue, Sharon Drive, Sharon Drive, Sharon Drive, Sharon Drive, Sharon Drive, Sharon Drive, Shaw Drive, Winifred Way, Bobby Court, Bobby Drive, David Coley Road, Elkan Avenue, Liberty Church Road, Lindy Coley Road, Mikado Avenue, Putnam Street, Rhonda Drive, Thomas Street, Berkshire Drive, India Avenue, India Avenue, Maple Street, Pine Avenue, Pine Avenue, Violet Street, Winston Drive, Winston Drive, Winston Drive, Gadson Drive, Gadson Drive, Fulton Mill Road

Quantity	Unit	Item	Unit Price	Total
9,220	TONS	Milling	<u>\$10.00</u>	<u>\$92,200.00</u>
7,746	GAL	Bituminous Tack	<u>\$5.00</u>	<u>\$38,730.00</u>
12,910	SY	Roadway Patching	<u>\$16.00</u>	<u>\$206,560.00</u>
7,001.09	TONS	9.5 mm Superpave Asphalt	<u>\$135.00</u>	<u>\$945,147.15</u>
2,218.70	TONS	12.5 mm Superpave Asphalt	<u>\$135.00</u>	<u>\$299,524.50</u>
413	EA	Install Furnished Sewer Manhole & Water Valve Risers, 1"	<u>\$300.00</u>	<u>\$123,900.00</u>
13.85	MILES	Striping (Paint)	<u>\$5040</u>	<u>\$69,504</u>
10	EA	Arrows, Thermoplastic	<u>\$105</u>	<u>\$1050</u>
116	LF	Cross Walks, Thermoplastic	<u>\$18.35</u>	<u>\$2131.50</u>
135	LF	Stop Bars, Thermoplastic	<u>\$12.60</u>	<u>\$1701</u>
389	LF	Hatching, Thermoplastic	<u>\$6.43</u>	<u>\$2,656.87</u>
231	EA	Manholes (Adjust)	<u>\$250.00</u>	<u>\$57,750.00</u>

182	EA	Water Valves (Adjust)	<u>\$ 200.00</u>	<u>\$ 36,400.00</u>
1.91	MILES	Raised Pavement Markers	<u>\$ 1,890</u>	<u>\$ 3,609.90</u>
6.30	MILES	Clip Grass Shoulders	<u>\$ 2,381.00</u>	<u>\$ 15,000.36</u>

Total Bid Price \$ \$ 1,896,165.22



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR PROCUREMENT AND FACILITATION OF VALUE ENGINEERING SERVICES FOR THE BASS ROAD WIDENING PROJECT, IN THE AMOUNT OF \$100,000.00, TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET – PROFESSIONAL SERVICES LINE ITEM AND REIMBURSED THROUGH GDOT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on September 17, 2019, the Macon-Bibb County Commission, in R-19-0190, authorized the Mayor to execute Memorandum of Understanding with the Georgia Department of Transportation (“GDOT”) for assistance with the Bass Road Widening Project and reimbursement of certain costs associated therewith; and

WHEREAS, the Bass Road Widening Project is a Locally Administered Project (“LAP”) project; and

WHEREAS, the LAP program is a funding mechanism where local road projects may be funded through Federal Highway Administration, with such funds subject to specialized project requirements and administered through GDOT; and

WHEREAS, as the Bass Road Widening Project has progressed, it has become apparent that aspects of the project require value engineering so that Macon-Bibb County may obtain the best traffic solutions at a reasonable price; and

WHEREAS, GDOT has been involved with various aspects of the project, and has offered to assist with the procurement and facilitation of the necessary value engineering services, as shown in the attached Exhibit A, incorporated herein for reference purposes; and

WHEREAS, entering into contracts through other government entities for these types of projects is authorized under O.C.G.A. § 32-4-63, governing procurement of services in road projects, as well as Macon-Bibb County Code of Ordinances § 19-5.6; and

WHEREAS, additionally, procuring and facilitating value engineering services through GDOT ensures compliance with the requirements of the LAP program; and

WHEREAS, pursuant to the regulations of the LAP program and the Project Framework Memorandum of Agreement between Macon-Bibb County and GDOT, all costs associated with the value engineering services are reimbursable to Macon-Bibb County; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute a Memorandum of Agreement with Georgia Department of Transportation in the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00) for procurement and facilitation of value engineering services for the Bass Road Widening Project, with such Memorandum of Agreement to be in a form to be approved of by the County Attorney, and all associated costs to be paid from the Engineering Department Budget – Professional Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with GDOT for VE Study - \$100,000.00 - Engineering - 8-12-25.docx

EXHIBIT A



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 6, 2025

Mr. John Hayes
County Engineer, Macon-Bibb County
780 Third Street
Macon, Georgia 31201

RE: PI No. 0017121 Macon-Bibb County, Value Engineering (VE) Study Notification

Dear Mr. Hayes,

The Georgia Department of Transportation (GDOT) is providing this letter as a follow up to the email dated June 13, 2025, and to formally notify Macon-Bibb County that a Value Engineering Study will be required for the above-referenced project. The current total estimated project cost (PE, ROW, CST and UTL) is \$66 million.

GDOT understands that Macon-Bibb County has expressed interest in the Department procuring and facilitating the VE Study for this locally sponsored project. The estimated cost of the VE Study is \$100,000.00. Macon-Bibb County would be responsible for the VE Study costs to the Department. The VE Study costs would be one hundred percent (100%) reimbursable to the county as outlined in the executed Project Framework Agreement once the VE Study is complete.

The Department requests that Macon-Bibb County provide a letter requesting the VE Study to be procured and facilitated by GDOT for further consideration.

We look forward to continuing to work together to deliver a transportation system focused on innovation, safety, sustainability, and mobility

If you have any questions, please contact the District Program Manager, Cherral Dempsey at 404-631-1154.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

CCB Cherral Dempsey
AVS:KWN:CCB:CMD

Cc: Albert Shelby, GDOT Director of Program Delivery
Tyler Peek, GDOT District 3 Engineer
Adam Smith, GDOT District 3 Preconstruction Engineer



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
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| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A ONE YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOUTHERN BEHAVIORAL SERVICES, IN AN AMOUNT OF UP TO \$99,320.00, TO OPERATE THE EMPLOYEE ASSISTANCE PROGRAM FOR MACON-BIBB COUNTY EMPLOYEES, TO BE PAID FROM THE GENERAL FUND – HUMAN RESOURCES – PAYMENTS TO OTHERS EMPLOYEE ASSISTANCE SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County is committed to providing excellent benefits and services to the County employees, which includes an employee assistance program; and

WHEREAS, by Resolution R-22-0173 approved by the Macon-Bibb County Commission on September 20, 2022, Southern Behavioral Services was selected as the service provider for the operation of Macon-Bibb County’s Employee Assistance Program; and

WHEREAS, accordingly, Macon-Bibb County entered into an agreement (C-22-0165 A) with Southern Behavioral Services for the provision of those services; and

WHEREAS, such agreement expired on June 30, 2025; and

WHEREAS, the Macon-Bibb County Commission desires to authorize an extension of this Agreement for a one-year term, to expire on June 30, 2026; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a one year extension to the Professional Services Agreement between Macon-Bibb County and Southern Behavioral Services for the provision of Employee Assistance Program services for

County employees, in an amount of up to \$99,320.00, to be paid from the General Fund – Human Resources – Payments to Others Employee Assistance Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Southern Behavioral for EAP Services for 1 Year
8-14-25.docx*



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A JUVENILE JUSTICE INCENTIVE GRANT FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL FOR FISCAL YEAR 2026, IN THE AMOUNT OF \$365,114.00, WITH NO LOCAL MATCH, AWARDED TO THE MACON JUDICIAL CIRCUIT JUVENILE COURT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit Juvenile Court has applied for and been awarded a Juvenile Justice Incentive Grant (“JJIG”) from the Georgia Criminal Justice Coordinating Council (“CJCC”) for Fiscal Year 2026; and

WHEREAS, the CJCC will provide \$365,114.00 in grant funding, with no local match required, to the Macon Judicial Circuit Juvenile Court; and

WHEREAS, the funds from this grant will be utilized to provide functional family therapy services for Juvenile Court participants and for purchasing operating supplies; and

WHEREAS, the grant award will be effective July 1, 2025, to June 30, 2026; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the acceptance of the grant funds for the stated purpose; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with the Georgia Criminal Justice Coordinating Council for acceptance of a Juvenile Justice Incentive Grant for FY2026 in the amount of THREE HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED FOURTEEN DOLLARS AND 00/100 CENTS (\$365,114.00),

with no local match, to provide functional family therapy services for Juvenile Court participants and for the purchase of operating supplies, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Accepting Juvenile Justice Incentive Grant for FY 26 - \$365,114.00 8-12-25.docx

EXHIBIT A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2026 Juvenile Justice Incentive Grant Application

SUBAWARDEE:	Macon-Bibb County	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	463992371	SUBAWARD NUMBER:	AW-JJIG-26-168-030
IMPLEMENTING AGENCY:	Bibb County Juvenile Court	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	Juvenile Justice	SUB AWARD AMOUNT:	\$365,114.00
AWARD NUMBER:	State Juvenile Justice Incentive Grant	MATCHING FUNDS:	\$0.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	\$365,114.00

This award is hereby made in the amount and for the period shown above for a Subgrant authorized by the Juvenile Justice and Delinquency Prevention Act of 2018, Sections 221-223, 42 U.S.C. Sections 5631-5633. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions. The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Juvenile Justice and Delinquency Prevention Act of 2018. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

Reimbursement/Payment Frequency: Quarterly

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating
Date
7/16/2025

Awardee Approval

Signed Name: _____
Printed Name: _____
Title: _____
Date: _____

Budget Summary

TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	Budget Total	Grant	Match - Cash	Match - In - Kind
PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE BENEFITS	\$0.00	\$	\$	\$
TRAVEL (INCLUDING TRAINING)	\$0.00	\$	\$	\$
EQUIPMENT	\$0.00	\$	\$	\$
SUPPLIES	\$613.61	\$613.61	\$	\$
CONSULTANTS AND CONTRACTORS	\$364,500.39	\$364,500.39	\$	\$
OTHER	\$0.00	\$	\$	\$
TOTAL DIRECT COSTS	\$365,114.00	\$365,114.00	\$0.00	\$0.00
INDIRECT COSTS	\$0.00			
TOTAL	\$365,114.00	\$365,114.00	\$0.00	\$0.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENTAGES
GRANT	\$365,114.00	100.00%
MATCH	\$0.00	0.00%
Cash	\$0.00	0.00%
In-Kind	\$0.00	0.00%
TOTAL	\$365,114.00	100%

Approved Award Amount:

\$365,114.00

Approved Match:

\$0.00

TOTAL:

\$365,114.00

Match Requirement (cash and/or in-kind)

0.00%

\$0.00

Match waiver needed?*

☐ Yes

☒ No

Special Conditions
2026 Juvenile Justice Incentive Grant Application
Macon-Bibb County
AW-JJIG-26-168-030

CRIMINAL JUSTICE COORDINATING COUNCIL
FY26 JUVENILE JUSTICE INCENTIVE GRANT
SPECIAL CONDITIONS – STATE FUNDS

1. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

Initials _____

2. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists (O.C.G.A. § 43-39-1, et. seq).

Initials _____

3. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

4. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

5. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials _____

6. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials _____

7. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials _____

8. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials _____

9. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Criminal Justice Coordinating Council reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.

Initials _____

10. The subgrantee must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Official contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials _____

11. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials _____

12. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials _____

13. All courts must use the Department of Juvenile Justice (DJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available. Only youth with a moderate to high PDRA score are eligible for Incentive Grant programming.

Initials _____

14. All grant funds must be used to serve youth who have come into contact with the juvenile justice system and would not be considered dependency cases. All youth served by the grant must have a new delinquent charge. No CHINS cases should be served.

Initials _____

15. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials _____

16. This is a reimbursement grant. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials _____

17. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials _____

18. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by the Criminal Justice Coordinating Council until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials _____

19. The subgrantee agrees to comply with the guidance contained in the 2026 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials _____

20. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with a Subgrant Adjustment Request (SAR). The SAR and justification will be considered on a case-by-case basis.

Initials _____

21. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter, and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter may be retained and managed by the Criminal Justice Coordinating Council.

Initials _____

22. Non-compliance with any of the special conditions contained within this document by the authorized official, project officials, and/or employees of this grant will result in a recommendation to the Criminal Justice Coordinating Council that the award be rescinded.

Initials _____

23. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council, or designated entity, to delinquency case information collected, managed, and stored in its JCATS or JTS database.

Initials _____

24. The subgrantee certifies that any and all subagreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of services. All subagreements relating to this grant shall be submitted to the Criminal Justice Coordinating Council prior to the approval and reimbursement of any Subgrant Expenditure Report (SER).

Initials _____

25. Subgrantee acknowledges that funds provided under this grant award are state and federally appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by the Criminal Justice Coordinating Council no later than October 30, 2026. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify the Criminal Justice Coordinating Council by October 30, 2026 or risk losing access to those funds.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: _____

AGENCY NAME: _____

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- ☐ **MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- ☐ **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below.
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE LINEAR PARK GRANT BUDGET, IN THE AMOUNT OF \$64,090.00, TO PROVIDE FOR ADDITIONAL AMENITIES AT THE PARK; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 17, 2025, the Macon-Bibb County Commission adopted Ordinance O-25-0022, establishing the FY26 budget, said ordinance to become effective on July 1, 2025; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the County has requested and received permission from the State of Georgia to transfer funds from the Contingency line item to the Contract Labor Service line item with the Linear Park grant account to provide for additional amenities at the park when the bids for construction came back higher than originally anticipated; and

WHEREAS, the Macon-Bibb County Commission desires to authorize County personnel to make the budget transfer with the Linear Park grant budget as approved by the State; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission hereby approves a budget transfer, in the amount of \$64,090.00, within the Linear Park grant budget, as provided in the Budget Amendment form

attached hereto and incorporated herein as Exhibit A, for the purpose of providing additional amenities at the park.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Grants Manager, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2025 Miller Authorizing Budget Transfer For Linear Park Grant Budget 8-12-25.Docx

EXHIBIT A



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$230,000.00 FROM 2018 SPLOST PROCEEDS TO FUND A LIGHTING PROJECT AT CAROLYN CRAYTON PARK; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “2018 SPLOST Revenues”); and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to \$230,000.00 from the 2018 SPLOST Revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$230,000.00 from 2018 SPLOST funds, Recreation, Other to 2018 SPLOST funds, Recreation, Central City Park - Property for the purpose of funding a lighting project at Carolyn Crayton Park.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, the Finance Director, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies

for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2025 Miller Appropriation \$130,000 In SPLOST Funds To Barrington Hall Sidewalks.Docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ABANDON A CERTAIN PORTION OF RIGHT-OF-WAY RUNNING BETWEEN BROADWAY AND STEVENS STREET AND REMOVING SUCH PATH FROM THE OFFICIAL ROAD MAP OF MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County is in receipt of a petition to purchase an unnamed alley running between Broadway and Stevens Street and lying adjacent to the real property known as 384 Spikes Street, as more readily shown on the attached Exhibit A, incorporated herein by reference; and

WHEREAS, pursuant to O.C.G.A. § 32-7-2 et seq., prior to the disposal or transfer of any public right-of-way, including public roads, road rights-of-way, and alleys, such public rights-of-way must be properly abandoned, with such finding that the right-of-way in question has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the system of county roads and rights-of-ways is otherwise in the public interests ; and

WHEREAS, O.C.G.A. § 32-7-2 further provides that a public hearing must be held to prior to the abandonment of any portion of road or right-of-way; and

WHEREAS, a public hearing on the abandonment of the Property on August 19, 2025, at 5:45 p.m. EST in the Commission Chambers of Macon-Bibb County City Hall; and

WHEREAS, the Macon-Bibb County Commission finds that the subject alley has ceased to be used by the public and that no public purpose is served by maintaining them as public rights-of-way; and

WHEREAS, upon this finding, the Macon-Bibb County Commission desires to abandon the alley shown in the attached Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to offer these parcels for sale at their fair market value to current or future abutting owners in a manner consistent with Georgia law; and

WHEREAS, for these reasons, the Macon-Bibb County Commission desires to abandon the aforesaid alleyway and disclaim any interests it may hold in the space as a public right-of-way; and

WHEREAS the Macon-Bibb County Commission finds this Resolution necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, LET IT BE RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes the closure and abandonment of such right-of-way as identified herein and more readily shown on the attached Exhibit A and that such portion of right-of-way shall no longer be part of the road and rights-of-ways system of Macon-Bibb County.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2025.

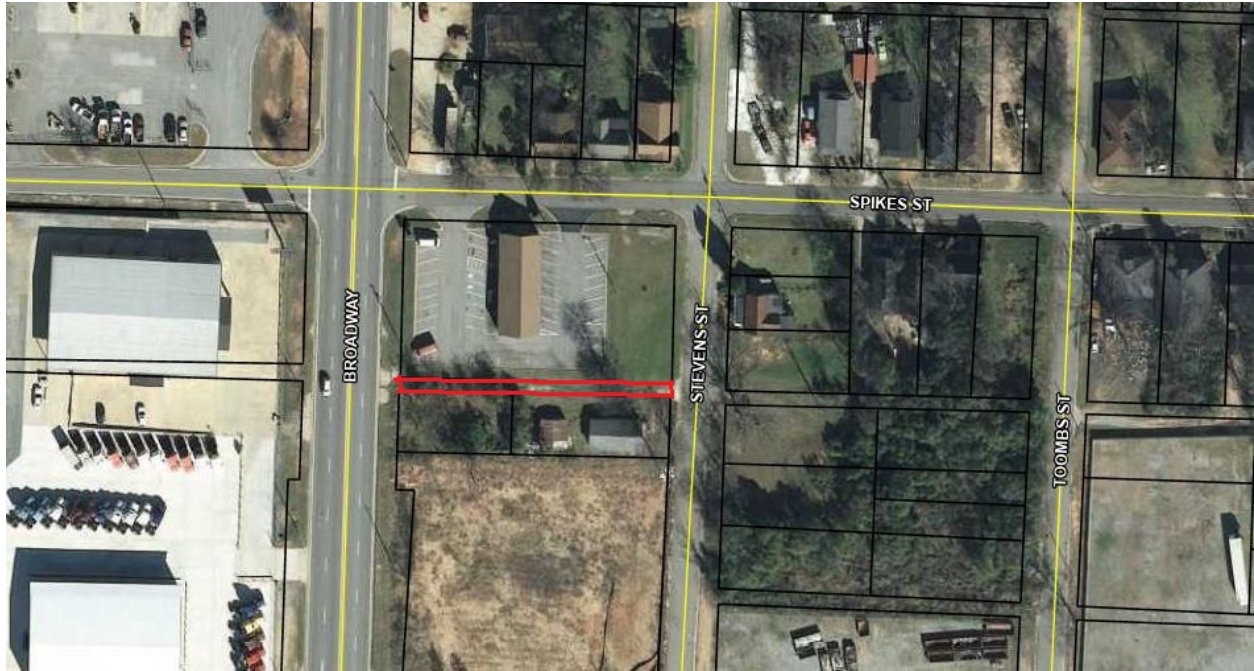
By: _____
LESTER M. MILLER, Mayor

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Abandonment of Unnamed Alley adjacent to 384 Spikes Street -8-13-25.docx

EXHIBIT A



This image depicts the alley abandoned by this Resolution, running between Broadway and Stevens Street in Macon, Georgia.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A QUITCLAIM DEED IN FAVOR OF CRISP STREET CHURCH OF GOD IN CHRIST, FOR THE SALE OF REAL PROPERTY TOTALING 0.04 OF AN ACRE, MORE OR LESS, FOR ITS APPROXIMATE FAIR MARKET VALUE OF \$1,306.00; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 19-12 (c) of the Macon-Bibb County Code of Ordinances provides that real property of Macon-Bibb County in narrow strips or so shaped or so small as to be incapable of being used independently as zoned or as streets may be sold or conveyed to abutting property owners where such sale or conveyance facilitates the enjoyment of the highest and best use of the abutting property; and

WHEREAS, The Crisp Street Church of God in Christ (“Petitioner”), is the owner of certain properties located at 384 Spikes Street, 2721 Stevens, Street, and 2736 Broadway, where it currently operates the church facility and plans to further utilize and develop the property to serve its mission; and

WHEREAS, the Petitioner finds it necessary to purchase the former alley (the “Property”) running between the currently owned properties, as more readily shown in the attached Exhibit A, incorporated herein by reference, to support its mission and expand church operations; and

WHEREAS, the County Engineer has determined that the Property is designated in historical plats as a public alley and/or rights-of-way; and

WHEREAS, in compliance with the laws of the State of Georgia, Macon-Bibb County has, contemporaneously with this Resolution, abandoned any interest of the public in said

alleyway by Resolution of the Macon-Bibb County Commission, having held a public hearing on August 19, 2025; and

WHEREAS, the Macon-Bibb County Engineer has rendered his opinion that this property is of such a small size and shape as to be unsuitable for the purposes for which it was zoned; and

WHEREAS, the Petitioner owns all properties abutting the Property petitioned for, resulting in no other eligible potential purchasers pursuant to Georgia law and local code; and

WHEREAS, pursuant to the authorization under State law and local Code, the Macon-Bibb County Commission desires to sell the Property to the Petitioner for its fair market value of \$1,306.00; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution protects or promotes the health, safety, welfare, and morals of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to convey the Property identified in the attached Exhibit A, to the Crisp Street Church of God in Christ for its fair market value of ONE THOUSAND THREE HUNDRED SIX DOLLARS AND 00/100 CENTS (\$1,306.00), by execution of quitclaim deed in a form to be approved of by the County Attorney, and to execute any other documents necessary to complete this transaction.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

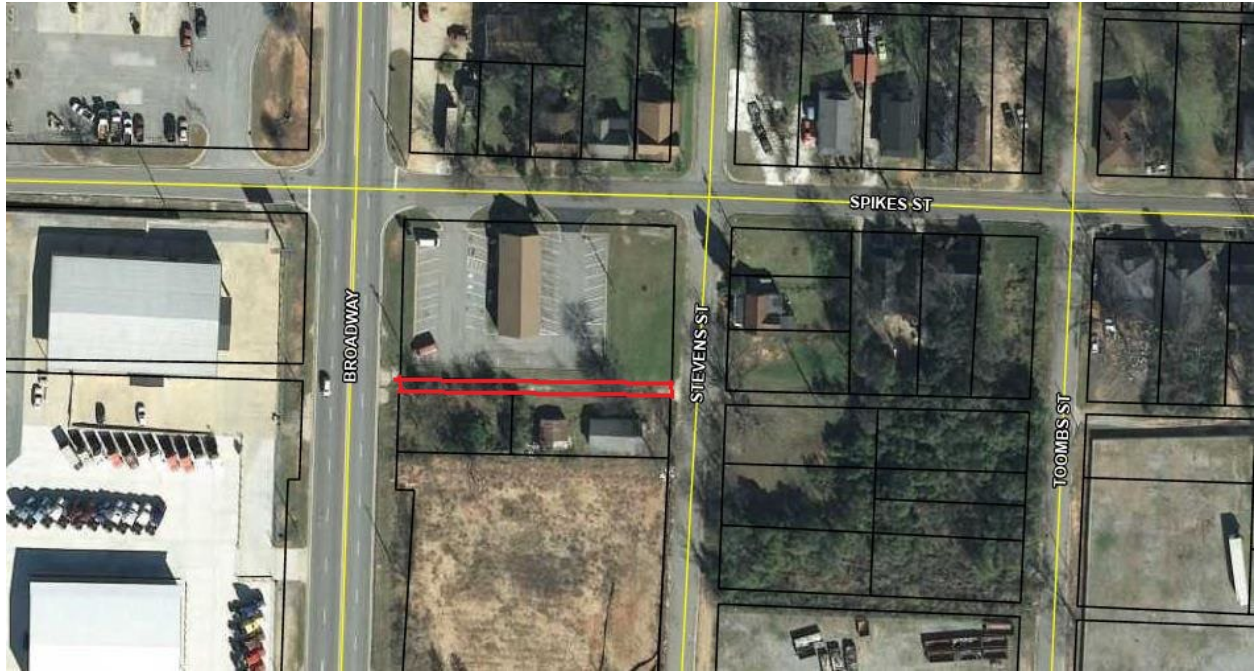
APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Sale of Alleyway to Crisp Street Church of God in Christ - \$1306.00 - 8-14-25.docx

EXHIBIT A



This image depicts the portion of former alley to be sold pursuant to this Resolution, running between Broadway and Stevens Street in Macon, Georgia.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION REDUCING THE MILLAGE RATE FROM 9.900 MILLS TO 9.575 MILLS, TO BE LEVIED AND ASSESSED FOR THE YEAR 2025 UPON THE TAXABLE PROPERTY LOCATED IN THE MACON-BIBB COUNTY TAX DISTRICT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 48-5-32.1 provides that the Macon-Bibb County Commission shall establish an annual millage rate to be levied and assessed on taxable property throughout Macon-Bibb County tax district; and

WHEREAS, an advertisement appeared in the August 10, 2025, edition of the Macon Telegraph, in accordance with O.C.G.A. § 48-5-32, advertising that the millage rate would be set on August 19, 2025, at 6:00 P.M., at the regular meeting of the Macon-Bibb County Commission, in the Commission Chambers at Macon City Hall, 700 Poplar Street, Macon, Georgia; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

For the purpose of defraying the necessary expenses of Macon-Bibb County, Georgia for sustaining the credit thereof, for supporting and maintaining government, and for other purposes, a millage rate of 9.575 mills is hereby levied and assessed for the year 2025 upon the taxable property located in the Macon-Bibb County Tax District, previously established by Ordinance No.

O-14-0044. The Finance Officer has prepared an exhibit reflecting said millage rate which has been attached hereto as Exhibit A, and is incorporated herein by reference.

Section 2.

Except as otherwise provided herein, for purposes of the assessment, revaluation, and collection of property taxes for Macon-Bibb County, Georgia, any special tax districts (including, but not limited to, Tax Allocation Districts (TADs) and Business Improvement Districts (BIDs)), previously created by Macon-Bibb County, Bibb County or the City of Macon and presently in effect for road repair, street lighting, or other governmental purposes shall not be affected by the adoption of this ordinance and shall continue in full force and effect for any subject property.

Section 3.

The methods and requirements for the payment and collection of property taxes heretofore established and utilized for the previous year, including but not limited to the due dates and in what length of time taxes must be paid, are hereby reaffirmed as the methods and requirements for Macon-Bibb County, Georgia.

Section 4.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 6.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 7.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences,

clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 8.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 9.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 10.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2025 Miller Setting Millage Rate Of 9.575 8-14-25.Docx

EXHIBIT A

EXHIBIT "A"

MACON BIBB COUNTY TAX DISTRICT TAX DIGEST VALUATIONS, MILLAGE RATE AND AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026

Tax Digest Valuations:

Personal Property	1,034,309,249		
Less Freeport Exemption	(272,705,856)		
Less Personal Property Exemption	<u>(8,259,994)</u>	753,343,399	
Real Property		5,493,602,093	
Motor Vehicles		29,976,460	
Public Utilities		250,082,992	
Mobile Homes		11,243,834	
Timber		120,447	
Heavy Equipment		<u>917,046</u>	6,539,286,271

Deduct:

Exemptions--Regular & School	152,978,847		
Exemptions--Age & Income	46,917,237		
Exemptions--Veterans	98,602,445		
Exemptions--Agricultural	1,390,156	<u>299,888,685</u>	

Adjusted Net Taxable Digest--Macon Bibb County Tax District-- M & O	<u><u>6,239,397,586</u></u>
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Gross M & O Millage Rate	23.782
Less Millage Rate Rollback	14.207
Net M & O Millage Rate	9.575

Total Macon Bibb County Taxes Levied	<u><u>59,742,232</u></u>
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